



CITY OF TRINIDAD TRINIDAD, COLORADO

The City Council will hold its regular Work Session on
Tuesday, March 12, 2013 at 1:30 p.m.
City Hall Council Chambers, Third Floor, City Hall

AGENDA

1. Petitions and Communications, Oral or Written
2. Consideration of proposed resolution acknowledging the contributions of Ted Frank Martinez upon his passing – Audra Garrett, City Clerk
3. Consideration of Monument Lake Resort Operations Proposal for 2013 – Mike Robb, Westland Resources
4. Discussion regarding request by Creative Sale, LLC to assume Concessionaire's License Agreement at Central Park – Tom Acre, City Manager
5. Consideration of proposed ordinance for a moratorium until October 1, 2013, on the submission, acceptance or processing of applications and the licensing, permitting, establishment or operation of any recreational marijuana business that sells, cultivates, manufactures, prepares, packages, purchases, tests, or otherwise provides for or allows the use of marijuana or marijuana products to Amendment 64 approved by the votes of the State of Colorado at the November 6, 2012, General Election, and codified as Article XVIII, Section 16 of the Colorado Constitution, including the use of land for such purpose or purposes – Les Downs, City Attorney
6. Consideration of proposed policy for naming public property – Louis Fineberg, Planning Director
7. Discussion regarding appointment to the Southern Colorado Economic Development District Board of Directors – Tom Acre, City Manager
8. Discussion regarding appointment of Mayor Pro-Tem – Tom Acre, City Manager
9. Consideration of proposed resolution designating a representative of the City to the NPGA Board of Directors and to the GSA Management Committee, and alternate representatives to the same – Tom Acre, City Manager
10. Discussion regarding City Council agenda modification – Tom Acre, City Manager
11. Discussion of other agenda items

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting Audra Garrett, City Clerk, 135 N. Animas Street, Phone (719) 846-9843, or FAX (719) 846-4140. At least a 48 hour advance notice prior to the scheduled meeting would be appreciated so that arrangements can be made to locate the requested auxiliary aid(s).



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: March 12, 2013
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 1

SUBJECT: Resolution acknowledging the contributions of Ted Frank Martinez upon his passing

PRESENTER: Audra Garrett, City Clerk

RECOMMENDED CITY COUNCIL ACTION: Adopt the resolution at the meeting of March 19, 2013.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:



RESOLUTION NO.

A MEMORIAL RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, ACKNOWLEDGING THE CONTRIBUTIONS OF TED FRANK MARTINEZ UPON HIS PASSING

WHEREAS, Almighty God, in His infinite wisdom, has seen fit to take Ted Frank Martinez from this earthly life; and

WHEREAS, during his lifetime, Ted Frank Martinez, distinguished himself as an artist, civil servant and humanitarian; and

WHEREAS, Ted Frank Martinez faithfully served the people of the City of Trinidad as a member of the Home Rule Charter Commission in 1993; a member of the Arts and Culture Advisory Commission from May, 2007, to February, 2009; and, as City Councilmember from January, 1998, to January, 2002; and

WHEREAS, upon the passing of Ted Frank Martinez, the City of Trinidad wishes, by this Resolution to acknowledge his many contributions to the community and to express its regret and sorrow to the Family of Ted Frank Martinez.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that:

The Mayor and City Council do hereby extend their condolences to the Family of Ted Frank Martinez, and by this Resolution do hereby remember the many outstanding contributions made by Ted Frank Martinez, to the Trinidad Community.

BE IT FURTHER RESOLVED that this Resolution shall become a part of the official minutes of the proceedings of the Trinidad City Council and a copy of the same shall be provided to the Family of Ted Frank Martinez.

INTRODUCED, READ AND ADOPTED this 19th day of March, 2013.

BERNADETTE BACA GONZALEZ, MAYOR

FRANKLIN SHEW, Mayor Pro Tem

CAROL BOLTON, Councilmember

JOE BONATO, Councilmember

ANTHONY MATTIE, Councilmember

MICHELLE MILES, Councilmember

LINDA VELASQUEZ, Councilmember

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CITY OF TRINIDAD, COLORADO
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Council Communication

City Council Work Session: March 12, 2013

City Council Meeting: March 19, 2013

Prepared: March 1, 2013

Dept. Head Signature: Tom Acre

of Attachments: 1

SUBJECT: Monument Lake Resort Operations Proposal for 2013

Presenter: Mike Robb, Westland Resources

Recommended City Council Action: This is provided for background information and City Council review prior to the City Council Work Session on March 12, 2013. Action on the operation plan would be placed on the March 19, 2013 City Council Meeting agenda.

Summary Statement: The City of Trinidad owns Monument Lake Park and entered into a lease agreement with Westland Resources, LLC in March 2008 for the operation and maintenance of Monument Lake Park. Westland Resources submits an operation proposal to the City for review and approval each year. Mr. Mike Robb with Westland Resources will be available to answer questions regarding Monument Lake Park and the 2013 operation proposal. A copy of the 2012 and 2013 operation proposals are attached for your review.

Expenditure Required: No expenditure is required at this time for the operation proposal presented by Westland Resources. However, the Trinidad Water Department has budgeted \$134,000 for Monument Lake Park Improvements which are considered outside of the scope of the contract between the City and Westland Resources.

North Campground Restroom Facility (new construction)	\$ 25,000
Repair/Replace Water Valve Boxes/Manholes (routine maintenance)	\$ 5,000
Roadway Improvements (routine maintenance)	\$ 4,000
Bathhouse Design & Construction (partial funding major replacement)	\$100,000
Building Improvements (repair balcony, sidewalks etc. per CIRSA audit)	\$ 15,000

Source of Funds: Water Department Capital Outlay Budget

Policy Issue: Operation and maintenance of Monument Lake Park

Alternative: Not Applicable

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Background Information: The City of Trinidad and Westland Resources, LLC entered into the lease agreement on March 4, 2008. The initial term of the lease is for 10-years with two consecutive additional 5-year extensions. The lease calls for annual lease payments of \$30,000 per year which the City agreed to waive in exchange for the funds being used for repair and restoration of the Monument Lake Park facilities. In addition, Westland Resources, LLC is required to commit an additional 1% of gross sales above \$1,000,000 for capital contribution to the repair and restoration. The City receives an accounting each year of the expenses related to the capital improvements and repairs made at Monument Lake Park.

A copy of the lease agreement and the first amendment to the lease are attached.

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**MONUMENT LAKE RESORT
OPERATIONS PROPOSAL
2013**

**WESTLAND RESOURCES, LLC
JANUARY 30, 2013**

**OPERATIONS PROPOSAL
MONUMENT LAKE RESORT
2013**

Opening day: May 17, 2013

Closing day: September 15, 2011 (Closing day may vary depending on weather)

RATES

Season Park Pass \$30.00

Day Pass \$7.00

Winter day pass \$3.00

Motel \$99.00

Cabins \$109.00

Cabin with kitchenette \$119.00

Double Occupancy

Additional Persons \$8.00 ea.

All rates per night plus applicable tax

RV Full hookup \$29.00

RV partial hookup \$25.00

RV no hookup \$20.00

Tent camping \$20.00 per tent

RV dump station \$5.00

All rates per night plus applicable tax

Phone ahead for reservations for rooms, cabins and RV hookup sites

RV no hookup and tent sites are on first come first serve

Pedal boat rental \$15.00/hour

Fishing boat rental

\$75.00 per day 2 person boat

\$45.00 1/2 day

Rental includes electric trolling motor and life vests

All rates plus applicable tax

All persons aboard rentals are required to wear a life vest/ no exceptions

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SERVICES OFFERED

Fishing
Motel and cabin rentals
Camping for RV and tent campers
Fishing and pedal boat rentals
Furnish equipment for various games and activities, horseshoes, baseball, volley ball, etc.
Restaurant serving 3 meals daily.
Mira Monte utilized for meetings, banquets, wedding receptions, etc.
Store by the Shore will offer fishing tackle, bait, sundries, groceries, beverages, beer, etc.
Large field below dam utilized for company picnics and other large functions.
Game room and vending machines.

MARKETING AND MERCHANDISING

Informing and educating potential park patrons about what the park is, services and activities offered, and future plans and progress of those plans is the number one priority of Westland's marketing strategy. The Monument Lake Resort website serves as the primary avenue to accomplish this. Marketing will be conducted on a local and regional basis, through direct contact and mail, print media which includes magazines and newspapers.

The web address is www.monumentlakeresort.com

PERSONNEL

Resort operations will require 14 employee positions. Additional duties during peak season will be supplemented with part time help on an as needed basis. Typical employee numbers 22. Personnel are key to the success of any business. Pursuit of quality individuals to fill positions is of high priority. The following is a list of job title and description:

General Manager:

Responsible for overall resort operation including restaurant and motel. Conducts all human resource duties, book keeping, overall planning and budgeting, and purchasing. Assist Park Coordinator, Groundskeeper and Head Chef in planning.

Grounds Keeper:

Care of grounds. Trash, general repairs, daytime security, etc.

Main Desk:

Oversee motel and cabins including housekeeping, reservations and desk duty, event planning.

Food and beverage Manager:

Responsible for restaurant management. Menu planning, catering, personnel, sanitation, and event planning.

Chef's Assistant:

Assists Head Chef in menu planning and meal preparation, oversee kitchen help, bus and wait staff.

Breakfast and lunch cook:

Kitchen cook and supervisor for breakfast and lunch meals, coordinate with Head Chef and Assistant.

Wait Staff:

Serve as hosts and wait on tables, table prep, sanitation.

Bus and Kitchen helpers:

Responsible for assisting in kitchen duties, plating food, fetching ingredients, sanitation, washing dishes etc.

Store Clerk Boat HQ:

On duty in Store by the Shore as retail clerk, responsible for boat rentals and maintenance of boats and accessories.

Housekeeping:

House keeping and laundry for motel and cabins, house keeping for all other facilities.

Night Security:

Responsible for night security and wildlife conflicts.

SECURITY, SAFETY, AND LAW ENFORCECEMENT

A set of Resort Regulations have been developed which includes guidelines to help prevent wildlife conflicts and recommendations for conduct if one is involved in a conflict, especially with bears. Wildlife awareness, and conflict prevention and response will be included in staff training, as well as seminars and short programs designed for patrons sponsored by the Colorado Division of Wildlife. An Emergency Evacuation Plan has been developed. Copies of the resort regulations will be provided to all who enter the park. Anyone violating resort regulations will be given one warning. Should they not respond to this warning they will be subject to fine or asked to leave the resort. If further escalation of a situation occurs the Sheriff's department will be called. In the case of wildlife conflicts or infractions the Colorado Division of Wildlife will be called.

Outline of Safety protocol submitted with previous plan.

CONSERVATION

The conservation fund generated by the sale of resort passes 2012 is \$3056.50. These funds will be used for installation of campground improvements, and conservation devices and practices.

The Natural Resource Conservation Service has conducted a Baseline Resources Inventory and Evaluation so that we may build a conservation plan for the park. This inventories all natural resources, assesses their condition, and makes recommendations for improvements. This report serves as the base for all campground renovations and improvements. Submitted with previous plan.

FISH HATCHERY

City was successful with second grant submittal for Assessment and has been completed. The planning grant was submitted by the city and was successful.

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OTHER GRANTS

Westland Resources, LLC was successful in a grant application, to build new floating boat docks, through the Colorado Division of Parks and Wildlife, Motorboat Program and was awarded a grant total of \$15000.00, Westland Resources, LLC will contribute \$8000.00 as matching funds and in kind. Total project Funds from the Conservation Fund built up by Westland will be utilized for the matching and in kind contribution. Materials for the docks have been purchased and construction has begun but weather has put it on hold.

2013 CONSTRUCTION AND EXPENDITURES

The repairs of the thresholds on the upper level of the lodge were not completed in 2012 and will be completed in 2013.

Suitable spark arrestors for the lodge have not yet been found.

Replace broken light fixtures in cabins.

Replace broken chairs in cabins.

Buff and refinish floor in restaurant as well as table tops will be coated with epoxy finish.

Install 12 more fire pits.

Replace range and oven combo in restaurant.

Code updates for Ansul fire suppression system in restaurant.

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2013 CONSTRUCTION ESTIMATES AND PURCHASES

1/30/2013

Light fixtures cabins	\$	160.98
Replace broken chairs cabins 6	\$	156.24
Refinish floor restaurant	\$	625.00
Refinish tables restaurant	\$	585.00
Firepits installed 12	\$	8,460.00
Repairs fire system exhaust hoods restaurant	\$	1,700.00
New range & ovens restaurant	\$	7,200.00
TOTAL 2013 renovations	\$	18,887.22

BALANCE OF LEASE FOR FIRST 10 YEARS	\$	79,229.21
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Minus 2013 renovations	\$	18,887.22	\$	60,341.99
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REIMBURSEMENT JOURNAL
MONUMENT LAKE RESORT
WESTLAND RESOURCES, LLC

2008

Date	Check #	Description	Amount	To Date LT
11-Apr	259	Blue Diamond Builders	\$ 10,806.49	
11-Apr	258	Hollon Electric	\$ 2,409.59	
6-May	9	Blue Diamond Builders	\$ 13,475.00	
				\$ 26,691.08
19-May	1001	Hollon Electric	\$ 2,720.10	
				\$ 29,411.18
16-May	1002	TJ's Refrigeration	\$ 3,818.00	
20-May	1003	M M Plumbing	\$ 3,162.39	
				\$ 36,391.57
2-Jun	1031	Blue Diamond Builders	\$ 9,200.00	
4-Jun	1035	Al's Gas	\$ 1,532.25	
				\$ 47,123.82
16-Apr		Brandt Enterprises	\$ 103.17	
30-Apr	268	Purgatoire Valley Construction	\$ 155.00	
3-Jul	2042	Blue Diamond Builders	\$ 8,785.00	
7-Aug	1295	Blue Diamond Builders	\$ 1,700.00	
10-Sep		Trinidad Builders	\$ 93.51	
2-Oct		Trinidad Builders	\$ 119.04	
		100% reimbursed		\$ 58,079.54
30-Jun				\$ 116,159.08

2009

			To Date 09	50% Reim	To Date LT
5/28/2009	Topar fee tube	\$ 246.96			
	Big R Horseshoes curtain rods	\$ 142.41			
	CCI Bear proof cans	\$ 963.14			
	Trinidad Builders sakrete	\$ 113.05			
	Serta Beds	\$ 4,729.28			
	Blue Diamond Builders	\$ 30,040.00			
	Expense not reimbursed	\$ 1,074.94			
	Total 50%	\$ 37,309.78	\$ 37,309.78	\$ 18,654.89	\$ 153,468.86
8/31/2009	Katom Restaurant Supply	\$ 2,473.41			
	Blue Diamond Builders	\$ 16,000.00			
	Total 50%	\$ 18,473.41	\$ 55,783.19	\$ 9,236.71	\$ 171,942.27
12/4/2009	Topar	\$ 102.90			
	Blue Diamond Builders	\$ 13,600.00			
	Blue Diamond Builders	\$ 8,950.00			
	Topar	\$ 71.23			
	Westland Resources, LLC	\$ 3,733.00			
	Westland Resources, LLC	\$ 2,771.00			
2009	Total 50%	\$ 29,228.13	\$ 85,011.32	\$ 14,614.07	\$ 201,170.40

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2010

			To Date 10	50% Reim	To Date LT	
4/26/2010	Jamestown	\$	1,935.00			
	Topar	\$	290.50			
	A&A Welding	\$	360.00			
	Walmart	\$	99.99			
	CNS Stores	\$	99.99			
	Sams	\$	1,153.54			
	Kingdom Carpet	\$	11,286.37			
	San Isabel	\$	2,618.54			
	CCI	\$	7,542.00			
	American Furniture	\$	160.03			
	Sears	\$	2,932.21			
	Kingdom Carpet	\$	2,423.75			
	Serta	\$	4,671.66			
	Westland resources, LLC	\$	12,374.59			
		\$	47,948.17	\$ 47,958.17	\$ 23,974.09	\$ 249,118.57
9/13/2010	Biz Chair	\$	1,709.82			
	Kingdom Carpets	\$	507.13			
	Kingdom Carpets	\$	1,412.39			
	San Isabel	\$	2,554.81			
	American Furniture	\$	2,048.99			
	Oak Express	\$	1,031.04			
	Westland Resources, LLC	\$	15,023.19			
		\$	24,287.37	\$ 72,245.54	\$ 12,143.69	\$ 273,405.94
1/11/2011	A&A Welding	\$	152.00			
	Blue Diamond Builders	\$	5,200.00			
	Topar	\$	509.36			
	Blue Diamond Builders	\$	2,857.50			
	Kingdom Carpet	\$	1,589.00			
	TJ Refrigeration	\$	147.25			
	Kingdom Carpet	\$	1,504.65			
	Rigoberto Montiel Stucco	\$	825.00			
	Blue Diamond Builders	\$	27,000.00			
	Katom Restauranr Supply	\$	6,459.56			
	Westland Resources LLC	\$	12,421.66			
		\$	58,665.98	\$ 130,911.52	\$ 29,332.99	\$ 332,071.92

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		2011	TO DATE 11	50% REIM	TO DATE LT
4/6/2011	4/6/2011 Triple P roofing	\$ 12,500.00	\$ 12,500.00	\$ 6,250.00	\$ 344,571.92
1/3/2012	1/3/2012 Kingdom Carpet	\$ 1,776.67			
	Kingdom Carpet	\$ 179.20			
	Home Depot	\$ 113.25			
	American Furniture	\$ 637.96			
	Texas Lamp	\$ 426.79			
	Sams Club	\$ 1,996.35			
	Home Depot	\$ 38.08			
	Home Depot	\$ 716.19			
	Lowes	\$ 527.35			
	Lowes	\$ 162.41			
	Rigoberto Montiel	\$ 1,400.00			
	Tundra restaurant Supply	\$ 89.92			
	Texas Lamp	\$ 91.52			
	Topar	\$ 2,198.97			
	Katom restaurant Supply	\$ 113.27			
	Trinidad Builders	\$ 47.68			
	Abc Plumbing	\$ 93.65			
	Trinidad Builders	\$ 425.27			
	Katom Restaurant Supply	\$ 119.88			
	Home Depot	\$ 196.41			
	Redwing Electric	\$ 261.26			
	Redwing Electric	\$ 518.01			
	Heartland	\$ 139.97			
	M&M Plumbing	\$ 789.00			
	Blue Diamond Builders	\$ 1,790.00			
	Topar	\$ 241.82			
	Redwing Electric	\$ 345.22			
	Keller Glass	\$ 69.91			
	Redwing Electric	\$ 1,342.13			
	Sherwin Williams	\$ 240.80			
	Keller Glass	\$ 74.21			
	Home Depot	\$ 279.73			
	M&M Plumbing	\$ 794.50			
	Redwing Electric	\$ 191.80			
	westland resources, LLC	\$ 8,175.25			
		\$ 26,604.43	\$ 39,104.43	\$ 13,302.22	\$ 371,176.35
	TOTAL 50/50				\$ 400,000.00
	Balance				\$ 28,823.65
		2012	TO DATE 12	REIM 50%	TO DATE LT
9/11/2012	Westland Resources, LLC	\$ 29,430.00	\$ 29,430.00	\$ 14,411.83	\$ 400,000.00
50/50	Westland Resources, LLC	\$ 200,000.00	City	\$ 200,000.00	\$ 400,000.00

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9/11/2012	BALANCE REMAINING ON LEASE		\$ 100,000.00	
			To Date 2012	To Date LT
9/11/2012	Westland Resources, LLC	\$	606.35	\$ 606.35
9/11/2012	Adjustment as per city	\$	2,985.50	\$ 2,985.50
1/30/2012	Lowes landscaping timbers	\$	2,426.32	
	Diamond T dirt work cabins	\$	1,310.00	
	Replace pedal boats 4	\$	3,471.00	
	Replace chairs cabins 2	\$	62.29	
	Leone Sand Gravel fill dirt	\$	628.47	
	Leone Sand Gravel fill dirt	\$	1,257.49	
	Grand Rental compactor	\$	790.20	
	Bass Pro Shops Replace trolling	\$	120.72	
	Redwing Electric repairs	\$	234.18	
	TJ's Refrigeration repairs	\$	451.25	
	TJ's Refrigeration repairs	\$	210.00	
	Gradys parts	\$	70.39	
	Fastenall parts	\$	9.41	
	Walmart pillows housekeeping	\$	37.42	
	Walmart pillows housekeeping	\$	48.11	
	Walmart paint	\$	20.15	
	Glass Shop 2 windows cabins	\$	360.46	
	ABC Plunbing supplies	\$	57.03	
	ABC Plumbing supplies	\$	56.71	
	Home Depot landscaping	\$	68.48	
	Home Depot plumbing	\$	97.36	
	Home Depot gen supplies	\$	57.97	
	Big R Plumbing	\$	96.17	
	Lowes light fixtures cabins	\$	56.33	
	Big R plumbing	\$	7.03	
	Bass Pro Shops replace vests	\$	374.89	
	Lowes plumbing	\$	14.76	
	Big R plumbing	\$	14.41	
	Home Depot stain	\$	345.33	
	Big R plumbing	\$	5.96	
	Westland Resources landscaping	\$	5,025.00	
	Total	\$	17,785.29	\$ 20,770.79
	BALANCE REMAINING ON LEASE		\$ 79,229.21	

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LOVE'S HW. INC.
2900 WEST PUEBLO BLVD
PUEBLO, CO 81005 (719) 289-9110

ORDER INFORMATION
TO OBTAIN A STATUS OF YOUR ORDER VISIT
WWW.LOWES.COM/STATUS

AFTER BEING NOTIFIED THAT THE PICKUP LATER ORDER IS
AVAILABLE, PLEASE COME TO THE CUSTOMER SERVICE DESK
TO PICK UP THE MERCHANDISE.

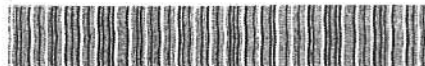
- SOS SALE -
SALES#: S2742JS2 1435389 TRANS#: 88948967 03-28-12

88918 ALL-WEATHER	1,203.46
4X8-20' .40 ACQ RGU HEM F	
19 @ 63.34	
[PICK UP LATER]	
88918 ALL-WEATHER	130.68
4X8-16' .40 ACQ RGU HEM F	
2 @ 65.34	
[PICK UP LATER]	
88918 ALL-WEATHER	925.00
4X8-12' .40 ACQ RGU HEM F	
25 @ 37.00	
[PICK UP LATER]	

PO #: 127816049
INVOICE 75531 SUBTOTAL: 2,259.14
SUBTOTAL: 2,259.14
TAX: 167.18
BALANCE DUE: 2,426.32
M/C: 2,426.32

M/C:XXXXXXXXXX1928 AMOUNT:2,426.32 AUTHCD:T9656Z
KEYED REFID:949037274201 03/28/12 09:37:17

Handwritten signature: Mike O...
STORE: 2742 TERMINAL: 01 03/28/12 09:37:30



THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: DUANE H.

WE HAVE THE LOWEST PRICES, GUARANTEED!
IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%.
SEE STORE FOR DETAILS.

YOUR COPY OF THIS ORDER

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Diamond T. Enterprises, LLC.


208 Prospect St., Ste. A.
Trinidad, Colorado 81082
Phone: 719-846-7109

Invoice

Bill To
Monument Lake Resort C/O Mike Robb

Date	Invoice #	
5/14/2012		
Work Ticket #	6363	
Job Site		

Requester	Property Number	Terms	Project/Job
Mike Robb			

Serviced	Description	Qty/Hrs.	Rate	Amount
	<i>Scope of Work:</i>		0.00	0.00
	- Moving Material			
	Mobilization of Equipment		150.00	150.00
	Backhoe: S. Ortivez loading Tandem with material and clean-up	8	75.00	600.00
	Dump Truck Hauling: C. Wren hauling material away to designated area	8	70.00	560.00
				

	Payments/Credits	\$0.00
	Balance Due	\$1,310.00

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We sell top quality products at reasonable prices

www.pedalboat.com

sales@pedalboat.com

14350 Interstate 20
Canton, Texas 75103
Ph: (903) 829-9151
Fax: (903) 829-2618

Date 6/23/12

Invoice No 623120

Order Method PhoneOrder

Sold To MIKE ROBBINS

Firm MONUMENT LAKE RESORT

Address 4789 STATE HIGHWAY 12

City WESTON, CO 81091

Phone (719) 868-2226

Email

Ship To MIKE ROBBINS

Firm MONUMENT LAKE RESORT

Address 4789 STATE HIGHWAY 12

City WESTON, CO 81091

Phone (719) 868-2226

SKU	Description	Quantity	Price	Amount
4980116	Sun Slider Blue	1	599.00	599.00
6124380	Contour Commander Blue	1	899.00	899.00
6133018	Contour Colonel Blue	2	649.00	1298.00

Pedal Boats

Thank you for your order!

Please let us know if we can be of further assistance.

No returns after 30 days - All returns must have prior approval

Subtotal	2796.00
Shipping	675.00
SalesTax	0.00
Total	3471.00

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4711 Dillon Avenue
Pueblo, CO 81008

Store: (719) 542-5169

4711 DILLON DR
PUEBLO CO 81008-2112
719 542-5169

Sales Order 521105329

Customer# 522556061
52EL ERICA LOOP
Order Date: 05/15/12
Customer Pickup Date: 05/21/12

Date: 05/15/12
Time: 05:44PM

Item	Qty	Shp		
P				
272W	2 0		\$29.00	\$58.00
ARROWBACK CHAIR-WHITE/NATURAL				
P				
COMMENTS	1 1		\$0.00	\$0.00
ADDITIONAL COMMENTS ONLY				

Subtotal: \$58.00

Delivery:

Tax: \$4.00

Total: \$62.00

Current Payments

05/15/12 MASTER-CARD *****1928 \$62.00

Payments: \$62.00

Amount Due: \$0.00

*Replac chair
Cabin*

Sold To:

MIKE ROBB
4789 HWY 12
WESTLAND RESOURCES LLC
WESTON
CO 81091
719 868-2226
719 868-2226
719 845-9464

INSPECT ON DOCK DOCK HOURS M-F 11-8 S-S 11-6 NO FREE
DELIVERY ON EXCHANGES

Take our online survey for a chance to win a \$2500
Samsung home Entertainment package.

Go to www.afwonline.com/survey to enter.

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LEONE SAND & GRAVEL, LLC. & SRG'S LANDSCAPING SUPPLY

PHYSICAL ADDRESS: 2450 & 2400 E. MAIN STREET

MAILING ADDRESS: 2400 E. MAIN STREET

TRINIDAD, COLORADO 81082

PLANT: (719) 846-9349

OFFICE: (719) 846-4170

FAX: (719) 845-0605

DATE 4-20-12

TO Mike Robb Monument Lake

DELIVERY ADDRESS _____

CITY _____

BILLING ADDRESS _____

CITY _____

CASH Pd CK# 1192 Bello

CHG. _____

QUANTITY	DESCRIPTION	PRICE	AMOUNT
44.75	TONS CLASS 6		425.12
	Surcharge		51.02
	TAX		12.33
	Delivery		140.00
	total		628.47

ATTENTION CHECK WRITER

Please make checks payable to this business. In doing so, you expressly authorize us, if your check is returned for any reason to electronically debit your account for the amount of the check plus a state (CO) NSF fee to \$20.00. The use of a check for payment is your acknowledgement of the NSF check policy.

Finance Charges After 30 days 2% on unpaid balance per month annual percentage 24%

SCHUSTERS' PRINTING 12/10

NO 36382

3-18

NO 36446

11510-11511

38055

GRAND RENTAL STATION440 UNIVERSITY
TRINIDAD, CO 81082719-845-1000 phone
719-845-0205 fax**Status: Completed**

Invoice #: 946

Invoice Date: 5/18/2012

Date Out: Mon 4/23/2012 7:54AM

Operator: Cal

MONUMENT LAKE

4789 HWY 12

WESTON, CO 81091

Customer# 3370

719 868-2226

Qty	Key	Items Rented	Replacement Cost	Status	Returned Date	Price
1	013-1089#12	COMPACTOR, DIRT (JUMPING JAC	\$0.00 each	Returned	5/18/2012 9:03AM	\$660.00
4Hrs \$38.50 1Day \$55.00 1Week \$220.00 4Wks \$660.00						

**Payments made on this contract:**

Rental/Sale Paid \$790.20 on 18-May-2012 9:03 am Check # 1204
Total Paid \$790.20

RENTAL CONTRACT

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEM!

If equipment does not function properly notify lessor within 30 minutes of occurrence or no refund or allowance will be made. If this is a reservation, a reservation cancellation fee up to 1/2 of the total amount may be charged if reservation is cancelled within 72 hours of the scheduled "time and date out".

I certify that I have read and agree to all terms of this contract.

SIGNATURE: _____

MONUMENT LAKE

Rental:	\$660.00
Damage Waiver:	\$79.20
Sales:	\$0.00
Delivery Charge:	\$0.00
Misc. Charges:	\$0.00
Subtotal:	\$739.20
Sales Tax:	\$51.00
TOTAL:	\$790.20
PAID:	\$790.20
AMOUNT DUE:	\$0.00


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Search for in [All Products](#)

1-800-227-7776

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[HUNTING](#) [ARCHERY](#) [HUNTING CLOTHING](#) [MEN'S CLOTHING](#) [LADIES' CLOTHING](#) [SHOES & BOOTS](#) [HOME & CABIN](#) [GIFTS, HOBBIES & GOLF](#)
[Home](#)

Thank You For Your Order.


Your confirmation number is 16733279

Please print this page for your records.

Your order has been received and we will begin processing it immediately. If you have provided your email address you should receive your order confirmation email in a few minutes. Your order number will be issued in your confirmation email.

Standard delivery time for most in-stock shipments is 3-6 business days. The day the order is placed does not count as a shipping day and business days do not include weekends or holidays.

[Continue Shopping](#)

Google Site Stats learn more				
Qty	Item Number	Description	Additional Charge	Amount
1	38-531-747-00	 Bass Pro Shops® Prowler® T30/30 Trolling Motor	\$ 6.00	\$ 99.99

NOTE: Each item must amount to \$5.00 or it will not be placed on backorder.

Subtotal \$ 99.99

Standard Shipping \$ 11.50

(If additional funds are required, you will be notified if amount exceeds \$10.00.) Additional Shipping Charges \$ 6.00

How is sales tax calculated? Taxes \$ 3.23

Total \$ 120.72

Note: International Delivery orders ship via air delivery. Please add 45% of your merchandise total (or a minimum of \$40.00 USD) for shipping and handling charges. International shipping charges are not reflected in your order total. Please [click here](#) for more international shipping information.

Billing Information

mike robb
1626 Hayes
Trinidad, CO 81082
UNITED STATES
(719) 868-2226

Shipping Information

Mike Robb
4789 hwy 12
Weston, CO 81091
UNITED STATES

Payment Details

To be paid by Credit Card
MASTER CARD: *****5925

Shipping Method

Standard

[Privacy Policy](#)
[Email Newsletter](#)
[Catalogs](#)
[QA Outdoor Answers](#)
[Customer Reviews](#)

3-21

REDWING ELECTRIC, INC.

225 East Goddard Avenue
Trinidad, CO 81082
(719) 846-1716 Office
(719) 846-9655 Fax

INVOICE

DATE	INVOICE NO.
7/25/2012	10180

BILL TO
Monument Lake Resort 4789 Hwy 12 Weston, CO 81091

JOB ADDRESS
Monument Lake Resort 4789 Hwy 12 Weston, CO 81091 Mike Rob 868-2226

P.O. NO.	TERMS	DUE DATE
	Net 10	8/4/2012

DESCRIPTION	QTY	RATE	AMOUNT
07/13/12 - At Site "F", the GFCI OK but replaced the duplex receptacle. In Site "E" the 2Pole Breaker, 1/2 not working. Replaced both duplex receptacles. Attached the good leg, not GFCI Protected. Tested all with a load to see if the breaker would trip and all working good. Pedestal - Breaker-Magnatrip, Type R36, Anchor products TESCO Electrical Industries should be anchor 1B2020 GFCI.	3.5	65.00	227.50
07/13/12 Electrical material- 20amp duplex receptacle	1	2.79	2.79T
07/13/12 Electrical material- 15 amp duplex receptacle	2	1.73	3.46T
NOTE: There is no GFCI protection!!!!!!!!!!!!!! Sales Tax		6.90%	0.43
pd			

Thank you for your business. FED # 84-1364286	Total	\$234.18
---	--------------	----------

3-22

79's Refrigeration, Inc.

23003 County Road 43.7

Aguilar, CO 81020

719-941-4967

Bill To

Westland Resources
1626 Hayes
Trinidad, CO 81082

Invoice

Date	Invoice #
6/11/2012	7907

Description	Amount
Date: 06/08/12 True 3 door freezer: found evaporator coil partially frozen due to defective defrost timer Defrosted coil; replaced timer; tested defrost and cooling cycles; operation normal at this time Defrost timer/clock 8145-20 commercial Labor 2 hours (including travel) @ \$70/HR	311.25 140.00
<i>pd 6-20-12</i>	

Thank you for your business.

Terms

Due on receipt

	Total	\$451.25
	Payments/Credits	\$0.00
	Balance Due	\$451.25

Past Due Payments Shall
Accrue Interest at 18%
Annually

3-23

79's Refrigeration, Inc.

23003 County Road 43.7

Aguilar, CO 81020



719-941-4967

Bill To

Westland Resources
1626 Hayes
Trinidad, CO 81082

Invoice

Date	Invoice #
5/4/2012	7820

Description	Amount
Monument Lake Preventative maintenance for 4 cooler/freezer units Labor 3e hours including travel @ \$70/HR	210.00
 PAST DUE 	

Thank you for your business.

Terms

Due on receipt

	Total	\$210.00
	Payments/Credits	\$0.00
	Balance Due	\$210.00

Past Due Payments Shall
Accrue Interest at 18%
Annually

3-24



Pueblo Hotel Supply is now

GRADY'S Restaurant and Bar Supply

*The company you've trusted & relied on since 1949
...so everything's the same but our name!*

430 West 4th Street ■ Pueblo, CO 81003

(719) 542-8853 ■ fax (719) 542-8857

1-800-566-7068

www.gradysrestaurantsupply.com
order@gradysrestaurantsupply.com

INVOICE

TERMS: NET 10 DAYS.
INTEREST CHARGES ON UNPAID BALANCE
AT THE RATE OF 1 1/2% PER MONTH.

All accounts that are 30 days past due will be held by the credit department. The buyer will be subject to all charges including legal and collection fees incurred in the effort to collect full payment for the debt owed Pueblo Hotel Supply Company Inc. dba: Grady's Restaurant Supply Company.

Customer ID: 53182
GRUBSTEAK CAFE
4789 HWY 12
WESTON, CO 81091

CHECK#21159

Invoice Number: 206160 CASH SALE
Invoice Date: 05/08/2012
Invoice Time: 16:21:40
FIN: 133854

Item Number	Description	Price	Quantity	Extended
KRW 28-107	CASTER, PLATE 5" WHEEL BRK	70.39	1	70.39
BVT 800FG15	oven mitt tan 15"	8.50	2	17.00

Received By _____

87.39
Sub-Total

6.47
Tax

93.86
Total

Grady's Restaurant Supply Company reserves all rights of ownership of delivered or received goods until all goods are paid for in full. All claims must be made within 14 days of received goods.

3-25



Fastenal Company
P.O Box 1286
WINONA, MN 55987-1286

Invoice

Date 10/10/12
Reference No. COTRN36536
Page 1

Cust. No. (CASH) COTRNCASH

Cust. P.O.

Job No.

Sold To

Currency Cash Acct
2012 Freedom Rd Unit 65
TRINIDAD, CO 81082
719-846-9372

The store serving you is
2012 Freedom Rd Unit 65

TRINIDAD, CO 81082
Phone #: (719)846-9372
Fax #: (719)846-9392

Ship To

Picked up at Fastenal Store.

This will be recorded as a CASH sale. Paid With Currency

This Order and Document are subject to the "Terms of Purchase" posted on www.fastenal.com.

Line No.	Quantity Ordered	Quantity Shipped	Quantity Backorder	Description	Control No.	Part No.	Price / Each	Amount
1	1	1	0	SB205-16 Ins Bearing	120063479	0402137	8.8043	8.80 N
SB205-16 1" Bore - Set Screw - Insert Bearing								

Parts for exhaust Fan - restaurant

Received By

Comments

Contact: CASH.

Tax Exemption

No Exemption

CO

Subtotal	8.80
Shipping & Handling	0.00
State Tax	0.26
County Tax	0.00
City Tax	0.35
TOTAL USD	9.41

If you re-package or re-sell this product, you are required to maintain integrity of Country of Origin to the consumer of this product.

Reasonable collection and attorneys fees will be assessed to all accounts placed for collection
No materials accepted for return without our permission.

X indicates part is a hazardous material

* indicates part was sold at a promotional or special discount price

This is your invoice.

All discrepancies must be reported within 10 days.

Thank You !

3-26 2976



18 P. 11005

Walmart
Save money. Live better.

Save money. Live better.

Fast. Fun. Easy.

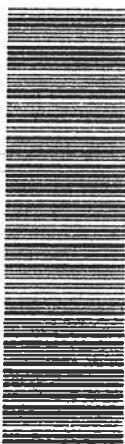
(719) 846 - 4477
MANAGER ROBERT JONES
2004 719 846 - 4477

TRINIDAD CO 81082

[illegible]

ITEMS SOLD 14

TC# 6387 9216 5467 7726 4503



Visit Walmart.com today for
free shipping with Site to Store
03/29/12 12:59:54

Walmart 

Save money. Live better.

(719) 846 - 4477
MANAGER ROBERT JONES

TRINIDAD CO 81082

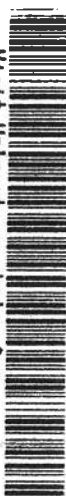
[illegible]

** VOIDED	ENTRY **	2.50-X
PILL00	003408663825	
** VOIDED	ENTRY **	2.50-X
PILL00	003408663825	
** VOIDED	ENTRY **	2.50-X
PILL00	003408663825	
** VOIDED	ENTRY **	2.50-X
PILL00	003408663825	

TAX 1	6.900 %	45.00
SUBTOTAL		3.11
TOTAL		48.11
CASH TEND		48.11
CHANGE DUE		0.00

ITEMS SOLD 18

TC# 0735 6241 0855 3635 120



Visit Walmart.com today for
e shipping with Site to Store
03/29/12 13:14:12

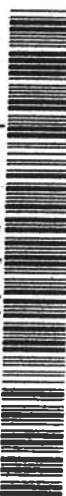
(719) 846 - 4477	
MANAGER ROBERT JONES	
2921	TOLPAL DR
TRINDAD, CO 81082	
ST# 0962	DP# 000065209
TR# 14	TR# 04421
HH BLK SPRAY	002006577788
3.77	X
SPRAY PAINT	002006600392
3.77	X
HH BLK SPRAY	002006577788
3.77	X
SPRAY PAINT	002006600392
3.77	X
HH BLK SPRAY	002006677788
3.77	X
SUBTOTAL	
18.85	
TAX 1	6.90
%	1.30
DEBIT	20.15
TEND	20.15
CHANGE	0.00
DUE	0.00

EFT DEBIT	PAY FROM PRIMARY	
20.16	TOTAL PURCHASE	
ACCOUNT # 226600735871	****	6231
REF # 326600735871		
NETWORK ID. 0069	APPR CODE	861802
TERMINAL # 32000069		

09/21/12 18:03:29

ITEMS SOLD

TC# 7288 7804 8478 8207 4995



LAWAYAY is back!
Sept 16 - Dec 14
09/21/12 18:03:32

THE GLASS & TINT SHOP

730 Stonewall Avenue
(Corner of San Juan & Stonewall)
Trinidad, Colorado 81082
Dan Sanchez (719) 846-4069

WORK ORDER INVOICE

4629

NAME		DATE OF ORDER	
ADDRESS		RES. PHONE	
INSURANCE CO. / AGENT		BUS. PHONE	
ADDRESS		POLICY NO.	
DELIVERY DIRECTIONS		YEAR, MAKE, MODEL	
SOLD BY		<input checked="" type="checkbox"/> FURNISH & INSTALL <input type="checkbox"/> FURNISH ONLY <input type="checkbox"/> WILL CALL <input type="checkbox"/> DELIVER	
CASH	CHECK	C.O.D.	CHARGE
QTY.		SIZE	DESCRIPTION
#308		1-Plate Glass	\$ 112.108
#311		1-Insulated Glass	\$ 188.38
			\$ 300.46
		travel	60.00
			\$ 360.46
DESCRIPTION OF WORK			
pd # 12-14			
12-5-12			
STATEMENT OF AUTHORIZATION AND SATISFACTION			
Replacement has been made to my satisfaction and I hereby authorize the above insurance company to pay direct in full to the above listed firm for said installation. If for any reason the insurance company does not pay for these repairs or replacements, the below signed agrees to pay for said repairs or replacement.			
SIGNATURE		DATE	
RECEIVED BY		TOTAL	
		TOTAL MATERIALS	
		TOTAL LABOR	
		TAX	
		SUB-TOTAL	
		<input type="checkbox"/> DEPOSIT <input type="checkbox"/> DEDUCTIBLE	

3-28

1

Pueblo Cash Customer

525

ABC PLUMBING & ELECTRICAL

101 Spring St
Pueblo, CO 81003
719-542-5631

Ticket: 1-75040 Usr: CR
Date: 7/23/2012 12:52p Sta: PUEREG1

Item	Description	Qty	Price	Total
------	-------------	-----	-------	-------

CPI18051	0 RING 228	1.0	0.300	0.30
----------	------------	-----	-------	------

CPI36031	MOEN POSI TEMP	1.0	52.800	52.80
----------	----------------	-----	--------	-------

Item Subtotal	53.10
Tax	0.00
	3.93

Total	57.03
-------	-------

Tender:

Cash	
Sale amt recvd	57.03

Number of items purchased: 2

1

Pueblo Cash Customer

ABC PLUMBING & ELECTRICAL

101 Spring St
Pueblo, CO 81003
719-542-5631

Ticket: 1-65466 Usr: PR
Date: 5/15/2012 4:13p Sta: PUEREG2

Item	Description	Qty	Price	Total
------	-------------	-----	-------	-------

CPI36031	MOEN POSI TEMP	1.0	52.800	52.80
----------	----------------	-----	--------	-------

Item Subtotal	52.80
	0.00
	3.91

Total	56.71
-------	-------

Tender:

Visa/MC	
#540789*****1928	
Sale amt recvd	56.71

Number of items purchased: 1

1

Pueblo Cash Customer

3-29



More saving.SM
More doing.SM

4450 N FREEMAY
PUEBLO, CO 81008 719-545-5400

1511 00002 04677 07/18/12 02:53 PM
CASHIER DONALD - DLW527

891876001037 10PC PLIERS <A>	19.97
IRON BRIDGE 10PC WRENCH PLIERS SET	
015812330481 48 IN LEVEL <A>	9.96
48" PLUMB POLYCAST I-BEAM LEVEL	
015812051485 48" LEVEL <A>	29.97
EMPIRE 48" MAGNETIC I-BEAM LEVEL	
768968118938 SHRUB <A>	
POTENTIALLA ASST KNT #5	
399.99	
81187017138 RATCHET&SOCKET <A>	29.97
HDX 25PC STUBBY RICH & SOCKET SET	9.88
043168806190 STARTER <A>	
FLRSCNT STARTER FOR 14, 15, 20W LAMPS	
202.19	
070686490204 SNIWEL EYE <A>	4.98
1800W SNIWEL LIGHT CONTROL	
209.87	
043168806206 STARTER <A>	19.74
STARTER FOR 30 & 40 W.LAMP	
043168806220 STARTER <A>	1.97
STARTER FOR 22 & 25 W. LAMPS	
	1.97
SUBTOTAL	127.81
SALES TAX	9.46
TOTAL	\$137.27
XXXXXXX8948 HOME DEPOT	137.27
AUTH CODE 018353/0023726	TA



5792



More saving.SM
More doing.SM

4450 N FREEMAY
PUEBLO, CO 81008 719-545-5400

1511 00020 63121 08/29/12 02:55 PM
CASHIER BRITTANY - BPC1830

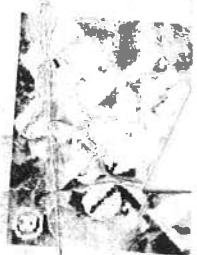
723283300956 ANNUAL 10INHB <A>	
ANNUAL FLOWERING HB 10IN.	
409.97	
768968701703 SHRUB <A>	39.88
POTENTIALLA ASST KNT 1G	
405.97	
	23.88
SUBTOTAL	63.76
SALES TAX	4.72
TOTAL	\$68.48
XXXXXXX2345 VISA	68.48
AUTH CODE 05561A/8202292	TA



1511 20 63121 08/29/2012 6156

RETURN POLICY DEFINITIONS
POLICY ID 90 POLICY EXPIRES ON 11/27/2012
1
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!



More saving.SM
More doing.SM

4450 N FREEMAY
PUEBLO, CO 81008 719-545-5400

1511 00001 96303 07/03/12 06:04 PM
CASHIER DAVID - DHL819

086364415391 DOORMAT <A>	
STONEHENG RS 24"X36" DOORMAT	
2013.97	
386081	
7/16 7/16 OSB <A>	27.94
012871559419 FITTING <A>	
4" DW CLEANOUT PLUG MPT	
201.39	
61194 2016 FITTING <A>	2.78
3" DW FEMALE ADAPTER HKFPT	
202.84	
611942032013 FITTING <A>	5.68
4" DW FEMALE ADAPTER HKFPT	
305.00	
611942032549 FITTING <A>	15.00
4" DW CLEANOUT PLUG MPT	
302.86	
037155001163 WASHER KIT <A>	5.58
44PC HOME WASHER ASSORTMENT	
037155003303 WASHERS <A>	6.27
3/8 FLAT WASHERS <A>	
037155003259 WASHERS <A>	1.47
00 FLAT WASHERS 10/CARD	
037155003341 WASHERS <A>	1.98
1/2L FLAT WASHER 10PK	
81187010412 25' TAPE <A>	1.57
25' TAPE MEASURE	
662520020144 WEDGE ANCH <A>	2.96
WEDGE ANCHOR 3/8X3 50 PK	
047486453395 CLAW HAMMER <A>	22.52
HDX 16 OZ. FIBERGLASS CLAW HAMMER	
206.99	
SUBTOTAL	13.98
SALES TAX	142.24
TOTAL	10.53
XXXXXXX8948 HOME DEPOT	\$152.77
AUTH CODE 003209/5011939	152.77

9735

< you for shopping at
BIG R OF TRINIDAD, INC.
(719) 845-1864

Thank you for shopping at
BIG R OF TRINIDAD, INC.
(719) 845-1864

Thank you for shopping at
BIG R OF TRINIDAD, INC.
(719) 845-1864

Thank you for shopping at
BIG R OF TRINIDAD, INC.
(719) 845-1864

3-31

4/7 @ WWW.BIGRONLINE.COM

SHOP 24/7 @ WWW.BIGRONLINE.COM

SHOP 24/7 @ WWW.BIGRONLINE.COM

SHOP 24/7 @ WWW.BIGRONLINE.COM

:36PM JMW 353 SALE

3/27/12 12:00PM MELINDA 353 SALE

8/26/12 3:15PM DRC 353 SALE

8/26/12 3:18PM DRC 353 SALE

1 EA 17.99 EA
2 EA 17.99 EA
1 EA 35.99 EA *

0403830 1 EA 4.29 EA
PVC UNION SLIP 1in 1 EA 2.29 EA
0434485 1 EA 2.29 EA
1 90 EL ST SXSP 2.29

0412368 1 EA 2.49 EA
BOLT TOILET 5/16 1 EA 10.99 EA
0401102 10.99
TOILET FLANG REPAIR RING

0411897 2 EA 2.79 EA
GASKET BOWL MAX 5.58

1 EA 35.99 EA
1 EA 35.99 EA
1 EA 35.99 EA

SUB-TOTAL: 6.58 TAX: .45
TOTAL: 7.03
CASH TEND: 10.00 CHANGE: 2.97

SUB-TOTAL: 13.48 TAX: .93
TOTAL: 14.41
CASH TEND: 15.00 CHANGE: .59

SUB-TOTAL: 5.58 TAX: .38
TOTAL: 5.96
CASH TEND: 6.00 CHANGE: .04

SUB-TOTAL: 5.58 TAX: .38
TOTAL: 5.96
CASH TEND: 6.00 CHANGE: .04

89.96 TAX: 6.21
TOTAL: 96.17
BC AMT: \$96.17

==>> JRNL#D72405
CUST # *9 <<==

==>> JRNL#E30346
CUST # *9 <<==

==>> JRNL#E30347
CUST # *9 <<==

XXXXXXXXXXXX1928

5817991533079 AMT: 96.17

3142 AMT: 96.17

ence #:386852 Bat#000184

MASTERCARD EXPR: XXXX

D86852 <<==
T # *9

THANK YOU MICHAEL V ROBB
FOR YOUR PATRONAGE

01/01/2012

TRINIDAD DEFAULT CASH CUSTOMER

2 pay above total amount

Thank you for shopping at
BIG R OF TRINIDAD, INC.

(719) 845-1864

3-32

SHOP 24/7 @ WWW.BIGRONLINE.COM

5/05/12 1:36PM JMW 353 SALE

0312673	1	EA	17.99	EA
KIT LDFREE SOLDER				
0407223	2	EA	17.99	EA
CONNECTOR WATER 18in				
0416767	1	EA	35.99	EA *
RIGID COPPER 1in TYPE M				
35.99				

SUB-TOTAL: 89.96 TAX: 6.21

TOTAL: 96.17
BC AMT: 96.17

BK CARD#: XXXXXXXXXXXX1928

ID: 454205817991533079

AUTH: R9314Z

AMT: 96.17

Host reference #:386852 Bat#000184

SWIPED

CARD TYPE:MASTERCARD

EXPR: XXXX

==>> JRNL#D86852

CUST # *9

<<==

THANK YOU MICHAEL V ROBB
FOR YOUR PATRONAGE

MM 01/01/12

Name: X

Acct: TRINIDAD DEFAULT CASH CUSTOMER

I agree to pay above total amount
according to card issuer agreement



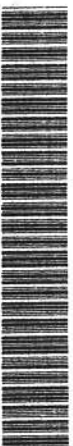
LOWE'S HWY, INC.
2900 WEST PUEBLO BLVD
PUEBLO, CO 81005 (719) 239-9110

- SALE -
SALES#: S2742R81 1133954 TRANS#: 14129347 05-15-12

170935 ENERGIZER 2032 BATTERY 2 4.37
25111 3/8" X 30" SS FAUCET SUP 14.76
2 0 7.38

SUBTOTAL: 19.13
TAX: 1.42
INVOICE 14220 TOTAL: 20.55
CASH: 21.00
CHANGE: 0.45

STORE: 2742 TERMINAL: 14 05/15/12 10:49:52
OF ITEMS PURCHASED: 3
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: DUANE H.

WE HAVE THE LOWEST PRICES, GUARANTEED!
IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%.
SEE STORE FOR DETAILS.

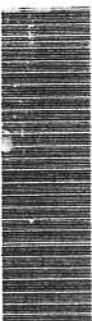
YOUR OPINIONS COUNT!

LOWE'S
LOWE'S HWY, INC.
2900 WEST PUEBLO BLVD
PUEBLO, CO 81005 (719) 239-9110

- SALE -
SALES#: FSTLANEZ 13 TRANS#: 5664331 07-18-12
204992 1LT SCONE WITH LINEN SHA 49.96
2 0 24.98

SUBTOTAL: 49.96
TAX: 3.70
INVOICE 05612 TOTAL: 53.66
CASH: 60.00
CHANGE: 6.34

STORE: 2742 TERMINAL: 05 07/18/12 20:19:33
OF ITEMS PURCHASED: 2
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: JEFF PINKERT

WE HAVE THE LOWEST PRICES, GUARANTEED!
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* REGISTRESE PARA GANAR UNA TARJETA DE REGALO LOWE'S!
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* WITHIN ONE WEEK AT: www.lowes.com/survey
* YOUR ID # 05612 2742 200

NO PURCHASE NECESSARY TO ENTER OR WIN.
* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER.
* OFFICIAL RULES & WINNERS AT: www.lowes.com/survey

STORE: 2742 TERMINAL: 05 07/18/12 20:19:33

3-33



More saving.
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4450 N FREEWAY
PUEBLO, CO 81008 719-545-5400
1511 00002 72294 09/28/12 05:07 PM
CASHIER APRIL - AFG4536
678885073114 DECK OVER <A> 158.00
PREM EXT DECKOVER 5000 5G
077089144123 ROLLER COVER <A>
BETTER 9 X 1/2 IN KNIT POLY ROLLER 11.61
303.87
090489145149 10' PT RB WS <A>
2X6-10FT #1 PT RED/BRN WEATHERSHIELD 39.85
507.97
090489145156 12' PT RB WS <A>
2X6-12FT #1 PT RED/BRN WEATHERSHIELD 39.88
409.97
814631010471 2X6-12 KD DF <A>
2X6-12FT #2/BTR KD DOUG FIR 72.20
1007.22

SUBTOTAL 321.54
SALES TAX 23.79
TOTAL \$345.33
TA 345.33

XXXXXXXXXXXX8948 HOME DEPOT
AUTH CODE 028631/8020497



Sales Person:

Wws Rain Jacket	49.99
0799967269383 Rewards Points:	75
Wanted Good Woman	9.99
0830331900829 Rewards Points:	15
Prowler 45lb	169.99
0033548905926 Rewards Points:	255
Recreational Vest	19.99
0043311951104 Rewards Points:	30
Youth Recreationa	15.99
0043311295116 Rewards Points:	24
Childs Recreation	15.99
0043311195119 Rewards Points:	24
Recreational Vest	19.99
0043311951227 Rewards Points:	30
Recreational Vest	19.99
0043311951227 Rewards Points:	30
Recreational Vest	19.99
0043311018227 Rewards Points:	30
Recreational Vest	19.99
0043311018227 Rewards Points:	30
Recreational Vest	19.99
0043311018234 Rewards Points:	30
Telescopic Paddle	24.99
0029027017365 Rewards Points:	38
Boat Hook & Paddl	27.99
0029027017037 Rewards Points:	42
Fender Whip-2 Pac	4.99
0033548308420 Rewards Points:	8
Vinyl Fender Hu G	11.99
0040011314208 Rewards Points:	18
Vinyl Fender Hu G	11.99
0040011314208 Rewards Points:	18

Outdoor Rewards Number: *****3502

Total Points Earned: 612

Balance: \$12.24

Items: 16	Sub Total	\$463.84
Sales Tax	7.62%	\$35.34
Total		\$499.18
REWARDS		
*****3502		\$84.30

Outdoors Rewards Customer *****02

Balance: \$2.24

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WESTLAND RESOURCES, LLC

Invoice No.

156

INVOICE

Customer

Name City Of Trinidad
Address _____
City Trinidad State CO ZIP 81082
Phone _____

Misc

Date 1/30/2013
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
1	Planning and installation of landscaping at all cabins includes grading, placing fill dirt, compacting, installation of timbers and staining, topdress with heavy gravel material includes use of tractor and compactor	\$5,025.00	\$ 5,025.00

SubTotal \$ 5,025.00
Shipping _____

Payment Select One...

Tax Rate(s) _____

Comments _____

Name _____
CC # _____
Expires _____

TOTAL \$ 5,025.00

Office Use Only

Insert Fine Print Here

Insert Farewell Statement Here

3-35



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: March 12, 2013
PREPARED BY: Tom Acre, City Manager
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 2

SUBJECT: Request by Creative Sale, LLC, to assume Concessionaire's License Agreement at Central Park

PRESENTER: Tom Acre, City Manager

RECOMMENDED CITY COUNCIL ACTION: Consider options for the ensuing baseball season.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

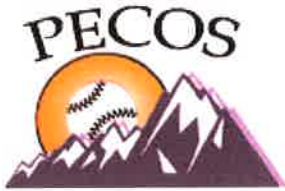
SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: The City could consider the proposal of Creative Sale, LLC, or could open it up to any interested parties, for-profit or non-profit.

BACKGROUND INFORMATION:

- In March, 2012, the City entered into a Facility Use and Concessionaire's License Agreement with the Trinidad-Las Animas County Chamber of Commerce to permit the Chamber the ability to provide food and beverage concessions at Central Park Upper Field spectator grandstand and concession stand, including fermented malt beverages during non-youth baseball games.
- The Agreement extended through April 30, 2013.
- Subsequent to the approval of the 2012 Facility Use and Concessionaire's License Agreement, the Chamber acquired a 3.2% Beer On-Premises License that is due to expire April 23, 2013.
- I have verified with Chamber Board President Tara Marshall that the Board voted to not renew the Agreement/liquor license.
- A transfer of ownership application can be received and acted upon through April 23, 2013. Beyond that date would require application for a new license.



Pecos League of Professional Baseball

PO Box 271489

Houston, Tx 77277

575-680-2212

andrew.dunn@pecosleague.com

February 21, 2013

City Council Trinidad Colorado

I recently learned the Trinidad Chamber of Commerce is not going to renew their beer license and concession sales agreement for the Triggers games at Central Park.

Creative Sale LLC of Texas would like to take over the beer sales and concessions at Central Park for Triggers Games. Creative Sale has recently filed a Statement of Foreign Entity Authority Document in the State of Colorado under file number 20131099408. Creative Sale would be fully insured and use only licensed servers. The servers would be local people hired and would create jobs for Trinidad Residents.

Creative Sale LLC would be fully insured and the City of Trinidad would be named as additional insured. The Triggers and Creative Sale would offer many promotional nights with concessions.

By having control of the concessions the Triggers can do concessions promotions and specials which are essential for long term success of independent minor league baseball teams.

Please review and contact me about full presentation to city council. We must have our concessions agreements finalized on or before April 15, 2013.

Sincerely,

Andrew Dunn, Commissioner

Phone: 575-680-2212

Email: andrew.dunn@pecosleague.com

4-2

FACILITY USE AND CONCESSIONAIRE'S LICENSE AGREEMENT

This Facility Use and Concessionaire's License Agreement ("Agreement") is entered into this 6th day of March, 2012, by and between the City of Trinidad, Colorado, a home rule municipal corporation of the State of Colorado (the "City"), and the Trinidad-Las Animas County Chamber of Commerce, a nonprofit corporation of the State of Colorado (the "Chamber").

RECITALS

WHEREAS, the City is the owner of "Central Park" within the corporate limits of the City of Trinidad, Colorado, which contains facilities for baseball play, and which is more particularly described as follows:

PART OF SOUTH ONE-HALF OF SOUTHWEST QUARTER (Pt. S ½ SW ¼), AND PART OF SOUTHWEST QUARTER OF SOUTHWEST QUARTER (Pt. SW ¼ SW ¼) OF SECTION THIRTEEN (13), IN TOWNSHIP THIRTY-THREE (33), SOUTH, RANGE SIXTY-FOUR (64), CONTAINING THIRTEEN (13) AND 4/10THS ACRES, MORE OR LESS.

ALSO, LOTS SEVEN (7) AND EIGHT (8) IN BLOCK TWELVE (12), SANTA FE WEST ADDITION TO THE CITY OF TRINIDAD.

ALSO, LOTS, 1, 2, 3, 4, AND 5 IN BLOCK 6; AND LOTS 6, 7, 8, 9, 10, 11, AND 12 IN BLOCK SEVEN (7); ALL IN WOOTEN AND SCHNEIDER ADDITION TO THE CITY OF TRINIDAD.

WHEREAS, the City has caused improvements to be made to the "Upper Field Baseball Facility" at Central Park, including a baseball diamond and spectator grandstand area; and

WHEREAS, the City has granted a right of nonexclusive use of Central Park's Upper Field Baseball Facility to the Pecos League of Professional Baseball Clubs (the "Pecos League"), which will utilize the Upper Field Baseball Facility as the home field for its Trinidad Triggers baseball team; and

WHEREAS, the Chamber desires to enhance the experience of spectators of Trinidad Triggers baseball games by providing food and beverage concessions, including concessions of fermented malt beverages, for consumption in the Upper Field Baseball Facility's spectator grandstand area; and

WHEREAS, by Ordinance No. 1926, the City has amended Chapter III ("Alcoholic Beverages"), § 3-18 ("Prohibited acts; penalty"), of the Code of the City of Trinidad, Colorado, for the purpose of allowing the possession and consumption of fermented malt beverages at the Upper Field Baseball Facility of Central Park; and

WHEREAS, subject to the terms and conditions set forth herein, the City desires to grant unto the Chamber a right of nonexclusive use of Central Park's Upper Field Baseball Facility concession stand and spectator grandstand area for the purpose of providing food and beverage concessions during non-youth baseball games, including games of the Pecos League's Trinidad Triggers baseball team.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth herein, the parties agree as follows:

- Grant of Nonexclusive Use and Concessionaire's License.** The City hereby grants unto the Chamber a right of nonexclusive use of, and concessionaire's license for, the concession stand and spectator grandstand area of Central Park's Upper Field Baseball Facility, as depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises"), for the

Initials:

JK
City

KS
Chamber

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purpose of providing food and beverage concessions during non-youth baseball games, including games of the Pecos League's Trinidad Triggers baseball team. Said grant of nonexclusive use and concessionaire's license is expressly conditioned on the Chamber's receipt of a Colorado Fermented Malt Beverage (3.2% Beer) License prior to the commencement of the Trinidad Triggers' 2012 schedule on May 8, 2012. If the Chamber has not received a Colorado Fermented Malt Beverage (3/2% Beer) License prior to May 8, 2012, then this Agreement shall be null and void.

2. **Term.** The initial term of this Agreement shall be for a period of fourteen (14) months commencing on March 1, 2012, and continuing through April 30, 2013. Thereafter, this Agreement shall renew automatically for subsequent one (1) year terms for an indefinite period of time unless either party shall provide written notice of its intent to terminate the Agreement to the other party at least thirty (30) days prior to the expiration of any term.
3. **Effective Date.** The effective date of this Agreement shall be March 16, 2012.
4. **Consideration.** The Chamber shall pay to the City a facility use and concessionaire's license fee in the amount of Ten Dollars (\$10.00) for this Agreement's initial term, and Ten Dollars (\$10.00) for each renewal term hereunder.
5. **Insurance.**
 - (a) The City shall cause the Premises and all appurtenances and improvements thereto to be covered under the City's property and casualty insurance policy.
 - (b) The Chamber shall carry Commercial General Liability insurance with limits of no less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for its use of the Premises and any personal property which it may own and which is kept or maintained within or upon the Premises. The Chamber shall name the City of Trinidad, Colorado, as an "additional insured" party under any Commercial General Liability insurance policy carried pursuant to this Agreement.
6. **Governmental Immunity and Indemnification.** Use of the Premises shall be at the risk of the Chamber. Any and all actions or claims related to the Chamber's use of the Premises shall be subject to the limitations of the Colorado Governmental Immunity Act, §§ 24-10-101 to 24-10-120, C.R.S., as now or hereafter amended. The Chamber shall indemnify, defend, and hold the City, its officers, agents, and employees harmless from any action or claim for injury, damage, loss, liability, cost, or expense, including court and appeal costs and reasonable attorney fees, arising from any casualty or accident to person or property resulting from the Chamber's use of the Premises pursuant to this Agreement.
7. **Security and Access.**
 - (a) The City shall provide security to the Premises that is typical and customary of other public properties owned by the City.
 - (b) The Chamber shall take all reasonable precautions to ensure that any and all fermented malt beverages served shall only be consumed upon the Premises. The Chamber shall also take all reasonable precautions to prevent the consumption of alcoholic beverages by underage persons, and shall remove obviously intoxicated persons from the Premises.

Initials:

 
City Chamber

4-4

- (c) At all times when the Upper Baseball Field Facility is not in use for practice or play, the Chamber shall properly secure all entry points to the Premises by means of securing locks on all perimeter gates.
8. **General Maintenance.** The Chamber shall maintain the Premises in a reasonably clean and presentable condition. Said maintenance obligation shall include the collection and disposal of all waste and debris resulting from the Chamber's provision of food and beverage concessions upon the Premises.
9. **Damage to the Premises.** The Chamber shall keep the Premises and all improvements and appurtenances located thereon in good repair and condition, reasonable wear and tear excluded, but shall not be responsible for any damage or destruction caused by circumstances beyond its control. The Chamber shall report any and all damage to the Premises caused by its own use or as a result of any other cause as soon as reasonably possible following the occurrence or discovery of such damage.
10. **Posting of Notice.** The Chamber shall post the Premises as required by any and all applicable State of Colorado and City of Trinidad liquor laws and regulations.
11. **Health Department Regulations.** The Chamber shall comply with any and all requirements or regulations of the Las Animas County Health Department and/or the State of Colorado related to the Chamber's provision of food and beverage concessions upon the Premises.
12. **Cooperation with Other Users.** The Chamber acknowledges that the Upper Field Baseball Facility is also used by the City, Trinidad State Junior College, Trinidad School District No. 1, and, from time to time, Holy Trinity Academy. The Chamber hereby agrees that the City, Trinidad State Junior College, Trinidad School District No. 1, and Holy Trinity Academy shall also be allowed to use the Upper Field Baseball Facility. The Pecos League further agrees to make reasonable efforts to accommodate the City, Trinidad State Junior College, Trinidad School District No. 1, and Holy Trinity Academy in the scheduling of their activities. In the event that there is a conflict in scheduled use of the Upper Field Baseball Facility and the users cannot determine among themselves who shall have priority of use, then the City Manager shall have discretion to determine priority of use.
13. **Termination for Cause.** Should any party breach this Agreement or any part thereof, the other party may, upon the provision of at least thirty (30) days' written notice to the breaching party, terminate this Agreement.
14. **Notices.** All notices expressly required by this Agreement shall be made in written form and mailed by registered or certified mail through the U.S. Mail System, or personally delivered, as follows:
- | | |
|--|--|
| <i>If to the City:</i> | <i>If to the Chamber:</i> |
| City Clerk
City of Trinidad, Colorado
P.O. Box 880
Trinidad, CO 81082 | Trinidad-Las Animas County Chamber of Commerce
136 West Main Street
Trinidad, CO 81082 |
15. **Entire Agreement; Modification and Waiver.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both

Initials:


City


Chamber

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parties. No waiver of this Agreement shall be binding unless executed in writing by the party making the waiver.

16. **Authorization.** The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and that all necessary actions, notices, meetings, and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.
17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year first written above.

CITY OF TRINIDAD, COLORADO


JOHN RINO, MAYOR

ATTEST:


AUDRA GARRETT, CITY CLERK

TRINIDAD-LAS ANIMAS COUNTY CHAMBER OF COMMERCE


KIMBERLY SCHULTZ
EXECUTIVE DIRECTOR & CHIEF EXECUTIVE OFFICER

STATE OF Colorado)
COUNTY OF Las Animas) ss.

The foregoing instrument was subscribed and sworn to before me this 7th day of March, 2012, by Ms. Kimberly Schultz, Executive Director and Chief Executive Officer of the Trinidad-Las Animas County Chamber of Commerce, on behalf of the Trinidad-Las Animas County Chamber of Commerce.

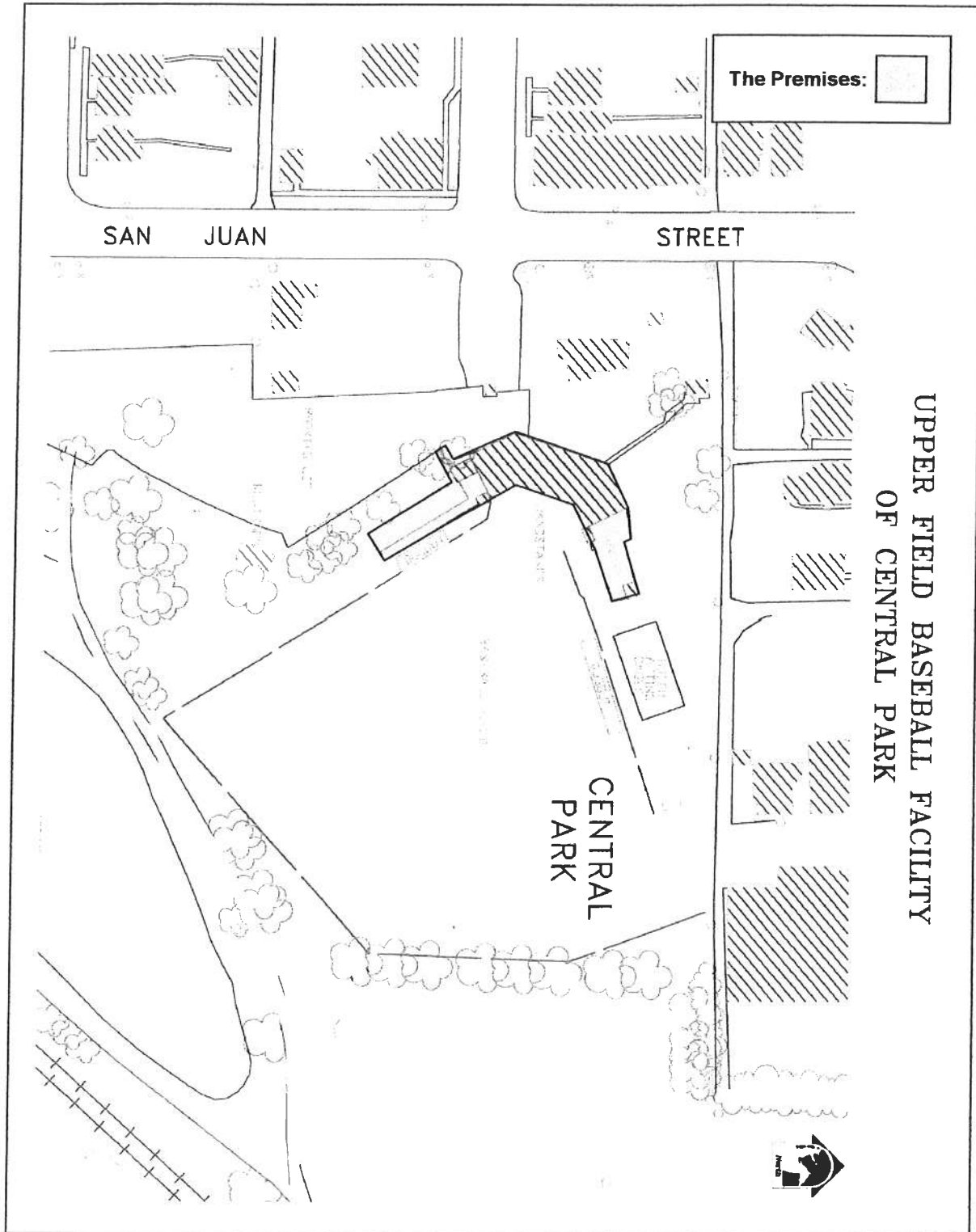
Witness my hand and official seal.


Notary Public

My commission expires 3-17-13

4-6

Exhibit "A"



Initials:


[Signature]
City

[Signature]
Chamber

4-7



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: March 12, 2013
PREPARED BY: Les Downs, City Attorney
DEPT. HEAD SIGNATURE:
OF ATTACHMENTS: 2 

SUBJECT: Ordinance providing for a moratorium until October 1, 2013, on the submission, acceptance or processing of applications and the licensing, permitting, establishment or operation of any recreational marijuana business that sells, cultivates, manufactures, prepares, packages, purchases, tests, or otherwise provides form or allows the use of marijuana or marijuana products to Amendment 64 approved by the votes of the state of Colorado at the November 6, 2012, General Election, and codified as Article XVIII, Section 16 of the Colorado Constitution, including the use of land for such purpose or purposes

PRESENTER: Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: Consider forwarding the ordinance to the regular meeting of March 19, 2013 for formal consideration.

SUMMARY STATEMENT: The proposed ordinance would provide a moratorium that would allow time for some legislation to be created on the state level, perhaps the City level and time to see how this matter is addressed on the federal level.

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- This item was discussed at the work session on February 26, 2013 and information has been provided.
- City Ordinance No. 1892, amending §9-4 of the Trinidad Municipal Code of Ordinances, effective 11/27/2009, made it unlawful for any person to carry on or engage in any business within the City limits that is in violation of any federal law or any law of the State of Colorado. This ordinance would specifically address Amendment 64 and use of marijuana.
- The ordinance is patterned after one adopted by Lafayette, Colorado, that seems to adequately address the preliminary issues of this matter.
- Obviously, further discussions and considerations will be necessary.

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CITY OF TRINIDAD, COLORADO

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, PROVIDING FOR A MORATORIUM UNTIL OCTOBER 1, 2013, ON THE SUBMISSION, ACCEPTANCE OR PROCESSING OF APPLICATIONS AND THE LICENSING, PERMITTING, ESTABLISHMENT OR OPERATION OF ANY RECREATIONAL MARIJUANA BUSINESS THAT SELLS, CULTIVATES, MANUFACTURES, PREPARES, PACKAGES, PURCHASES, TESTS, OR OTHERWISE PROVIDES FOR OR ALLOWS THE USE OF MARIJUANA OR MARIJUANA PRODUCTS PURSUANT TO AMENDMENT 64 APPROVED BY THE VOTERS OF THE STATE OF COLORADO AT THE NOVEMBER 6, 2012, GENERAL ELECTION, AND CODIFIED AS ARTICLE XVIII, SECTION 16 OF THE COLORADO CONSTITUTION, INCLUDING THE USE OF LAND FOR SUCH PURPOSE OR PURPOSES

WHEREAS, at the November 6, 2012, general election, the voters of the State of Colorado adopted Amendment 64 to the Colorado Constitution ("Amendment 64") which is codified as Article XVIII, § 16 of the Colorado Constitution; and

WHEREAS, Amendment 64 permits persons twenty-one years of age and older to possess, use, display, purchase or transport one ounce or less of marijuana, or marijuana accessories, to grow limited amounts of marijuana and manufacture and sell marijuana accessories; and

WHEREAS, Amendment 64 also provides for the establishment of marijuana establishments, which include cultivating, testing and product manufacturing facilities, and retail marijuana stores; and

WHEREAS, Amendment 64 requires that by no later than July 1, 2013, the Colorado Department of Revenue shall adopt regulations to implement Amendment 64; and

WHEREAS, Amendment 64 provides that by October 1, 2013, the Colorado Department of Revenue is to begin accepting and processing license applications for marijuana establishments; and

WHEREAS, Amendment 64 further provides that local governmental entities may enact ordinances and regulations governing the time, place, manner and number of marijuana establishments and that by October 1, 2013, each locality adopt marijuana establishment licensing regulations in the event the Colorado Department of Revenue fails to adopt regulations or accept applications; and

WHEREAS, on December 10, 2012, Governor John Hickenlooper established a Task Force regarding the implementation of Amendment 64 whose goal is to assist the legislature and the Department of Revenue to enact efficient and effective laws and regulations that provide for the implementation of Amendment 64; and

WHEREAS, the Task Force has identified areas subject to the state's regulation which include, but are not limited to, blending medical marijuana regulation with recreational marijuana, consideration of state operated recreational dispensaries, impact of state licensing upon local authority, regulation of personal grows, definition of "openly and publicly", regulatory framework for all types of consumption, pre-emption of local regulations and grower regulations; and

WHEREAS, in addition to awaiting direction from the state, because marijuana is a controlled

substance under federal law, both state and local authorities are uncertain as to what action, if any, the federal government may pursue regarding "recreational marijuana businesses", which includes but is not limited to cultivation, product manufacturing and testing facilities along with retail marijuana stores and other uses of property for the commercial consumption of marijuana and marijuana products; and

WHEREAS, absent any definitive direction or guidelines from either the state or federal government regarding the regulation of recreational marijuana businesses, the City cannot at this time determine its position regarding what if any regulations or prohibitions, including land use regulations, it may or must impose on recreational marijuana businesses; and

WHEREAS, the imposition of a moratorium until October 1, 2013, on the submission, acceptance or processing of applications and the licensing, permitting, establishment or operation of any recreational marijuana business that sells, cultivates, manufactures, prepares, packages, purchases, tests, or otherwise provides for or allows the use of marijuana or marijuana products pursuant to Amendment 64, including the use of land for such purpose or purposes, is reasonable and necessary for the City to develop, if necessary its own licensing scheme for marijuana establishments and have had an opportunity to investigate, develop, adopt and implement, and if necessary amend regulations it deems appropriate to regulate recreational marijuana businesses, as necessary to protect the public's health safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO:

Section 1. The foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the City Council of the City of Trinidad, Colorado.

Section 2. Upon the adoption of this Ordinance a moratorium is imposed until October 1, 2013, on the submission, acceptance, or processing of applications and the licensing, permitting, establishment or operation of any recreational marijuana business that sells, cultivates, manufactures, prepares, packages, purchases, tests, or otherwise provides for or allows the use of marijuana or marijuana products pursuant to Amendment 64 approved by the votes of the State of Colorado at the November 6, 2012, general election and codified as Article XVIII, § 16 of the Colorado Constitution, and upon the use of land for such purpose or purposes.

Section 3. During the pendency of this moratorium, City staff shall review all laws and regulations enacted by the state or actions of the federal government regarding recreational marijuana businesses and advise Council of the same and, if so directed by Council, prepare ordinances and or regulations with respect to the time, place, manner, licensing and other regulations regarding recreational marijuana businesses.

Section 4. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 5. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof is hereby repealed to the extent of such inconsistency or conflict.

Section 6. The repeal or modification of any provision of the Code of Ordinances of the City of Trinidad, Colorado, by this ordinance shall not release, extinguish, alter, modify or change in whole or in part any penalty, forfeiture or liability, either civil or criminal, which shall have been incurred under such provision. Each provision shall be treated and held as still remaining in force for the purpose or sustaining any and all proper actions, suits, proceeding and prosecutions for enforcement of the penalty,

forfeiture or liability, as well as for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered or made in such actions, suits, proceedings or prosecutions.

Section 7. This ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

INTRODUCED BY COUNCILMEMBER _____, READ AND ORDERED PUBLISHED
this ____ day of _____, 2013;

FINALLY PASSED AND APPROVED this ____ day of _____, 2013.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the ____ day of _____, 2013.

CITY OF TRINIDAD, COLORADO

BERNADETTE BACA GONZALEZ, Mayor

ATTEST:

By: _____
AUDRA GARRETT, City Clerk

5-4

CITY OF TRINIDAD, COLORADO

ORDINANCE NO. 1892

AN ORDINANCE AMENDING SECTION 9-4 OF THE TRINIDAD CITY CODE FOR THE PURPOSE OF PROHIBITING THE ISSUANCE OF A BUSINESS LICENSE TO ANY PERSON SEEKING TO CARRY ON OR ENGAGE IN ANY BUSINESS WITHIN THE CORPORATE LIMITS OF THE CITY OF TRINIDAD THAT IS IN VIOLATION OF ANY FEDERAL LAW OR ANY LAW OF THE STATE OF COLORADO

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that:

Section 1. Amendment. Chapter 9, Article 1, § 9-4, of the Trinidad City Code is hereby amended to read in its entirety as follows:

Section 9-4. License Required.

It shall be unlawful for any person to carry on or engage in any business within the corporate limits of the City of Trinidad without first having obtained a license therefor from the City Clerk. No license shall be issued to any person seeking to carry on or engage in any business within the corporate limits of the City of Trinidad that is in violation of any federal law or any law of the State of Colorado.

Section 2. Effective Date. This Ordinance shall be published and become effective ten (10) days after final passage, as provided in § 5.5 of the Home Rule Charter for the City of Trinidad, Colorado.

INTRODUCED BY COUNCILMEMBER ARAGON, READ AND ORDERED PUBLISHED this 4th day of November, 2009.

FINALLY PASSED AND APPROVED this 17th day of November, 2009.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the 27th day of November, 2009.

CITY OF TRINIDAD, COLORADO


JOSEPH A. REORDA, Mayor

ATTEST:

By: 
AUDRA FATUR, City Clerk

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COUNCIL COMMUNICATION

CITY COUNCIL MEETING:

March 12, 2013

PREPARED BY:

Tom Acre, City Manager

DEPT. HEAD SIGNATURE:

OF ATTACHMENTS:

0

SUBJECT: Appointment to the Southern Colorado Economic Development District Board of Directors

PRESENTER: Tom Acre, City Manager

RECOMMENDED CITY COUNCIL ACTION: Consider reappointment of Planning Director Louis Fineberg

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Las Animas County and the City have an agreement in place that each entity nominate an individual to be appointed to the SCEDD Board of Directors to represent Las Animas County.

ALTERNATIVE: Another appointee could be named if Council so desires

BACKGROUND INFORMATION:

- Las Animas County is a member county of the Southern Colorado Economic Development District (SCEDD), created in 1972 for the purpose of furthering economic development within the counties comprising SCEDD.
- SCEDD assists its member counties in Southeastern Colorado in pursuing economic development opportunities including support for projects and programs to stimulate economic growth, support existing businesses and industries and attract new economic development opportunities for the economic well being of Southeastern Colorado.
- Each member county of SCEDD is authorized to appoint two voting members to the SCEDD Board of Directors.
- Las Animas County and the City have agreed that each entity would nominate an individual to be appointed to the SCEDD Board of Directors to represent Las Animas County.
- Louis Fineberg was the most recent appointment. His term expired 12/31/2012. He has been active on the Board.



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: February 26, 2013
PREPARED BY: Louis Fineberg, Planning Director
DEPT. HEAD SIGNATURE:
OF ATTACHMENTS: 1

SUBJECT: Policy for Naming Public Property

PRESENTER: Louis Fineberg

RECOMMENDED CITY COUNCIL ACTION: Adoption of the Policy for Naming Public Property

SUMMARY STATEMENT: The Policy for Naming Public Property states that public property shall only be named by ordinance after a public hearing.

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Naming of public property.

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The intent of the Policy for Naming Public Property is to promote thoughtful consideration and public scrutiny regarding the naming of public property.
- Public Property includes Public Buildings, Public Parks and Public Facilities.
- The Planning, Zoning and Variance Commission has reviewed, discussed and revised the Policy for Naming Public Property and approved the policy at its Regular Meeting, November 13, 2012.

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CITY OF TRINIDAD POLICY AND PROCEDURE

POLICY FOR NAMING PUBLIC PROPERTY

Effective: _____

CONTENTS:

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ARTICLE 1. POLICY.

It is the policy of the City of Trinidad that Public Buildings, Public Parks, and Public Facilities shall only be named or renamed by ordinance after a public hearing. The City shall consider naming requests that are based upon the subject's general location; an historical event, figure, or landmark; an exceptional individual or entity that has been influential in the cultural, political, economic, or social life of the community; or in recognition of an individual or entity that has made a Substantial Donation for the Public Building, Public Park, or Public Facility to be named. The naming or renaming of Public Buildings, Public Parks, and Public Facilities shall comply with the guidelines and procedures set forth in this policy.

ARTICLE 2. PURPOSE.

The policy and procedures set forth herein are intended to guide the following: (i) any individual or entity requesting that a Public Park, Public Building, or Public Facility be named or renamed; (ii) any individual or entity seeking recognition for a Substantial Donation; (iii) City Council members who shall hold public hearings and vote on ordinances associated with the names of Public Parks, Public Buildings, and Public Facilities; (iv) Council Committee members; and (iv) the City's administrative personnel.

ARTICLE 3. DEFINITIONS.

- (1) "Council Committee" shall mean the Planning, Zoning and Variance Commission. A majority of the membership of the Council Committee shall constitute a quorum.
- (2) "Public Amenity" shall mean a smaller furnishing or minor component of a Public Building, Public Park, Public Facility, or other property owned or managed by the City, including, without limitation, a bench, a table, or a small fountain. Public Amenities are not formally named.
- (3) "Public Building" shall mean a City-owned or managed structure with a roof and walls.

- (4) "Public Facility" shall mean a major, permanent component of a Public Building, Public Park, or other property owned or managed by the City, including, without limitation, a ball field, a swimming pool, a tennis court, a playground, a large fountain, a physical feature (e.g., a lake or pond), a street, and artwork. The naming or renaming of rooms within Public Buildings shall comply with procedures set forth herein for Public Facilities.
- (5) "Public Park" shall mean a traditionally designed park, a specialized park (e.g., skate park), an urban park, an open space, an historical site, a golf course, or any trail that is owned or managed by the City.
- (6) "Substantial Donation" shall mean a bequest of uncommon magnitude and generosity. As a guideline, but not a limitation, the threshold for naming rights on Public Buildings, Public Parks, and Public Facilities should include one or more of the following: (i) deeding to the City most, if not all, of the land on which the Public Building, Public Park, or Public Facility to be named will be situated; (ii) a financial contribution equivalent to fifty percent (50%) or more of the capital costs of constructing the Public Building, Public Park, or Public Facility to be named; (iii) a long-term endowment for the repair and maintenance of the Public Building, Public Park, or Public Facility to be named; or (iv) the provision of significant program costs for a Public Building, Public Park, or Public Facility that will serve City needs.

ARTICLE 4. PRINCIPLES AND GUIDELINES.

§ 4-1. General Principles.

A name establishes a powerful and enduring identity for Public Buildings, Public Parks, and Public Facilities located within the City's jurisdiction. The names of such public places should tell the important stories of Trinidad's history. Consequently, the process for naming or renaming public places shall be carefully and thoughtfully undertaken. In considering any proposal to name or rename a Public Building, Public Park, or Public Facility, the following questions should be considered:

- (1) Will the name have historical, cultural, or social significance for generations to come?
- (2) Will the name engender a strong and positive image?
- (3) Will the name memorialize or commemorate people, places, or events that are of enduring importance to the community or the nation?
- (4) Will the name engender significant ties of friendship and mutual recognition and support within the community or with those outside of the community?
- (5) Will the name be identified with some major achievement or the advancement of the public good within the community?
- (6) Will the name be particularly suitable for the Public Building, Public Park, or Public Facility based upon its location or history?
- (7) Will the name have symbolic value that transcends its ordinary meaning or use and enhances the character and identity of the Public Building, Public Park, or Public Facility?

- (8) Will a naming proposal that accompanies a Substantial Donation from an entity, such as a corporation, result in undue commercialization of the Public Building, Public Park, or Public Facility?

§ 4-2. Categories of Consideration.

Proposals to name or rename a Public Building, Public Park, or Public Facility should generally fall within one of the following four categories:

- (1) General location. The names of surrounding streets, neighborhoods, geographical areas, or topographical features shall be recognized as adequate bases for the names of Public Buildings, Public Parks, and Public Facilities.
- (2) Historical events, figures, or landmarks. When a Public Building, Public Park, or Public Facility is located near or otherwise associated with an event, figure, or landmark of historical significance, it is appropriate to consider naming such public place after such event, figure, or landmark. The relationship of the Public Building, Public Park, or Public Facility to the historical event, figure, or landmark should be demonstrated through research and documentation.
- (3) Exceptional individuals or entities. A desire to recognize an exceptional individual or entity that has been influential in the cultural, political, economic, or social life of the City may occasionally result in a proposal to name or rename a Public Building, Public Park, or Public Facility.
- (4) Substantial Donations. The City benefits from a legacy of community generosity. Trinidad residents, businesses, and foundations have frequently given gifts of their time and skills, their resources and products, and their money. There are occasions when, upon the request of the donor, another party, or the City itself, a Substantial Donation may be acknowledged by permanent naming.

§ 4-3. Renaming Public Buildings, Public Parks, and Public Facilities.

Proposals to *rename* a Public Building, Public Park, or Public Facility, whether for a Substantial Donation or in response to a community request, are not encouraged and should be entertained only after fully investigating and considering the potential impact of abandoning the current name. The City has limited public resources for changing names on signs, maps, and literature, and excessive naming of public places can become confusing to the public. Therefore, names that have become ingrained or widely accepted in the City should not be abandoned unless there are compelling reasons and strong public sentiment for doing so.

§ 4-4. Proposals to Name or Rename After Exceptional Individuals.

The following guidelines shall apply to proposals to name or rename a Public Building, Public Park, or Public Facility after an exceptional individual:

- (1) Time. The naming of a Public Building, Public Park, or Public Facility after an individual is encouraged only for an individual who is deceased. Typically, such naming should not occur until the individual has been deceased for at least seven (7) years and the individual's significance and good reputation have been secured in the history and lore of the City. The person for whom the street or building or site will be named must have resided in the community for twenty-five (25) year or more with an exception for a person of state or national prominence. Exceptions for the naming of a Public Building, Public Park, or Public Facility for a living individual may occur as described in § 4-5 herein regarding Substantial Donations.

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- (2) Priority. Priority for naming a Public Building, Public Park, or Public Facility after an individual should be given in the following order to those who have made significant and enduring contributions (i) to the City, (ii) to the State of Colorado, (iii) to the nation, or (iv) to the world. Naming a Public Building, Public Park, or Public Facility after a national or international figure should be rare and only upon a substantial demonstration of the figure's connection to or special importance in the Trinidad community. The burden of proof of the exceptional individual's significance and contributions shall be the responsibility of the administrator (City).
- (3) Tragic events. The naming of a Public Building, Public Park, or Public Facility after an individual or group of individuals who perish in or survive a tragic event or war should be considered only well after the public shock generated by the tragic event or war has lessened. Potential sites for such memorials should be focused on Public Parks or Public Facilities that are more known for their serene and contemplative nature rather than active recreational locations, such as playing fields and recreation centers. Emphasis should be placed on the contributions or heroic actions of these individuals during their lifetime, rather than the circumstances of their death or survivorship.

§ 4-5. Proposals Associated with Substantial Donations.

Typically, a donation to the City should be a reward unto itself. On a rare occasion, a donation will be made to the City that is of such magnitude and generosity that the naming of a Public Building, Public Park, or Public Facility in honor of or at the request of the benefactor will be considered. However, the following guidelines shall apply:

- (1) Naming for Individuals. Individual benefactors seeking naming rights for Public Buildings or Public Parks will be encouraged to follow the guidelines in § 4-4 herein. An exception will be considered on its own merits. A Public Facility that has been donated or refurbished may be named for a living individual provided that said individual is of good reputation and character. Any contract that accompanies a Substantial Donation should address all conditions applying to naming rights, including, without limitation, time limits. As noted in § 4-3, the *renaming* of any existing Public Building, Public Park, or Public Facility is discouraged even when associated with a Substantial Donation. However, the City shall reserve the right to rename any Public Building, Public Park, or Public Facility if the individual after whom it is named is subsequently found to be disreputable or subsequently acts in a disreputable way.
- (2) Naming for Entities. A corporation, association, and other legally created entity making a Substantial Donation may request that the name of that entity be associated with the name of the Public Building, Public Park, or Public Facility that is the subject of the donation. Each request shall be evaluated on its own merits and shall require public input. In making a recommendation for a corporate name, the reputation of the company and community support should be considerations. No corporate logos, brands, insignias, or direct advertising text may be used as part of any name association or naming. As noted in § 4-3, the *renaming* of any existing Public Building, Public Park, or Public Facility is discouraged even when associated with a Substantial Donation. However, the City shall reserve the right to rename any Public Building, Public Park, or Public Facility if the entity after which it is named is subsequently found to be disreputable or subsequently acts in a disreputable way.

§ 4-6. Other Considerations.

- (1) Duplication. The same name shall not be given to more than one Public Building, Public Park, or Public Facility.
- (2) Subdivision. Typically, a Public Building, Public Park, or Public Facility should not be subdivided for the purposes of naming unless there are readily-identifiable physical divisions (roads, waterways, *etc.*) and other compelling reasons for having more than one name for such public place. This limitation on subdivision should not prohibit the grant of a different name for a Public Building, Public Facility, or a public trail located within or near a Public Park. However, care should be taken in granting a name to a Public Building, Public Facility, or public trail that is different from the name of the Public Park so that confusion is not caused for the users of said differently-named facilities.
- (3) Short-term use. A Public Building, Public Park, or Public Facility that is held by the City through a short-term lease or use agreement, or an improvement that has a limited life span or occupancy, should not be named.
- (4) Signage. All signage associated with naming rights shall be subject to review by the City Council and shall adhere to the sign standards set forth in Chapter 14, Article 4, Division 13, of the Trinidad City Code. New or replacement signage shall be the financial responsibility of the administrator (City).

ARTICLE 5. STANDARD PROCEDURE FOR NAMING PUBLIC BUILDINGS, PUBLIC PARKS, AND PUBLIC FACILITIES.

- (1) Notice by posting. Upon a determination that a Public Building, Public Park, or Public Facility is available to be named, the City Manager shall advise (i) the Council Committee (defined in Article 3 herein), and (ii) the Superintendent or Director of the department responsible for the Public Building, Public Park, or Public Facility to be named. The Superintendent or Director shall post a notice on or about the Public Building, Public Park, or Public Facility to be named for at least thirty (30) days. The notice shall include the following:
 - (a) A statement that names may be submitted and the procedure for doing so.
 - (b) The date by which proposals must be submitted.
 - (c) A description of the information that shall be included in the proposal, including the name and telephone number of the individual to be contacted in regard to the proposal and a statement that all proposals shall include a petition satisfying the following criteria:
 - (i) The petition shall include a statement setting forth the rationale and basis for petitioner's support of the proposed name.
 - (ii) The petition shall contain a description and/or map depiction of the boundaries of the Public Building, Public Park, or Public Facility to be named.
 - (iii) The petition shall be signed by at least one hundred (100) individuals, and shall include the name, address, and telephone number of each individual. The petition may only be signed by individuals residing in the City.

- (d) A statement that additional information may be obtained from the City Clerk, accompanied by the City Clerk's physical address and telephone number.
- (2) Submission of proposals to Council Committee. All proposals received in response to a notice, and proposals received from the Mayor or a Council Member (which shall not be subject to the petition requirements set forth in § 5-1(1)(c) herein), shall be submitted to the Council Committee.
- (3) Council Committee action. The Council Committee shall notify the contact person for each proposal of the date, time, and location of the Council Committee meeting at which the naming of the Public Building, Public Park, or Public Facility shall be considered. At said meeting, the Council Committee shall select a proposal from those submitted for recommendation to the City Council. The Council Committee shall not recommend a proposed name to the City Council unless the criteria set forth in Article 4 herein are met. An affirmative vote of a majority of a quorum of the Council Committee is necessary for recommendation of a proposed name to the City Council.
- (4) Naming Ordinance. Upon selection of a proposed name for recommendation to the City Council, the Council Committee shall request an ordinance for the naming or renaming of the Public Building, Public Park, or Public Facility (the "Naming Ordinance"). The Naming Ordinance shall thereafter be sent to the City Council for introduction ("First Reading"), and a vote ("Second Reading"). In accordance with § 5.6(d) of the City's Home Rule Charter, a public hearing shall be held prior to any vote.

ARTICLE 6. SPECIALIZED PROCEDURE FOR CITIZEN-INITIATED PROPOSALS.

The following specialized procedure shall apply to proposals to name or rename a Public Building, Public Park, or Public Facility that are initiated by a resident individual or entity:

- (1) Petitioner's Process. Any resident individual or entity seeking to name or rename a Public Building, Public Park, or Public Facility must compile a petition and make a presentation to the Council Committee. The petitioner should refer to Article 4 of this policy to ensure that the request meets the criteria for proposed names. Details of the process shall include:
- (a) Written notification of the proposal to the Council Committee. Such written notification shall include a concise statement (e.g., two or three sentences) setting forth the rationale and basis for the petitioner's support of the proposed name. This concise statement shall be included in a petition form to be prepared by the City Clerk. The petition form shall become available via U.S. mail, e-mail, or personal retrieval at the following address:
- City Clerk
City of Trinidad
135 North Animas Street
P.O. Box 880
Trinidad, CO 81082
(719) 846-9843*
- (b) A formal filing of the petitions with the City Clerk at the above address as soon as necessary signatures have been gathered. The following criteria for the petition must be met:

- (i) The petition shall include a concise statement setting forth the rationale and basis for petitioner's support of the proposed name.
 - (ii) The petition shall contain a description and/or map depiction of the boundaries of the Public Building, Public Park, or Public Facility to be named.
 - (iii) The petition shall be signed by at least one hundred (100) individuals, and shall include the name, address, and telephone number of each individual. The petition may only be signed by individuals residing in the City.
 - (vi) The petitioner shall file the petition with the City Clerk within ninety (90) days of receipt of the forms, unless the City Manager grants in writing additional time for submitting the completed petition.
- (c) A formal request to the City Manager that the proposal be placed on the agenda for the next possible Council Committee meeting.
- (d) A formal presentation to the Council Committee of the naming or renaming proposal.
- (2) Council Committee action. Within forty-five (45) days after a completed petition is filed, the Council Committee shall determine whether or not to recommend the proposed new name to the City Council. The Council Committee shall not recommend a proposed name to the City Council unless the criteria set forth in Article 4 herein are met. An affirmative vote of a majority of a quorum of the Council Committee is necessary to recommend approval of a new name.
- (3) Notice by posting. If the Council Committee approves a proposal, the Council Committee shall advise (i) the City Manager and (ii) the Superintendent or Director of the department responsible for the Public Building, Public Park, or Public Facility to be named or renamed. The Superintendent or Director shall post a notice on or about the Public Building, Public Park, or Public Facility to be named or renamed for at least thirty (30) days. The notice shall advise the public of the proposed new name, and the date, time, and location of the City Council meetings at which the naming or renaming of the Public Building, Public Park, or Public Facility shall be considered.
- (4) Naming Ordinance. If the Council Committee approves a proposal, the Council Committee shall also request an ordinance for the naming or renaming of the Public Building, Public Park, or Public Facility (the "Naming Ordinance"). The Naming Ordinance shall thereafter be sent to the City Council for introduction ("First Reading") and a vote ("Second Reading"). However, in no event shall the Second Reading occur prior to the thirty (30) day notice requirement set forth in Paragraph (3). Additionally, in accordance with § 5.6(d) of the City's Home Rule Charter, a public hearing shall be held prior to any vote. The petitioner shall be responsible for coordinating speakers for the public hearing.

ARTICLE 7. SPECIALIZED PROCEDURE FOR PROPOSALS ASSOCIATED WITH SUBSTANTIAL DONATIONS.

The following procedure shall apply to proposals to name or rename a Public Building, Public Park, or Public Facility that are associated with a Substantial Donation:

- (1) City Manager's proposal. The City Manager shall submit a proposal to the Council Committee for the naming or renaming of any Public Building, Public Park, or Public Facility that is associated with a Substantial Donation to the City. A petition process is not necessary.
- (2) Council Committee action. Within forty-five (45) days of receipt of the City Manager's proposal, the Council Committee shall determine whether or not to recommend the proposed new name to the City Council. The Council Committee shall not recommend a proposed name to the City Council unless the criteria set forth in Article 4 herein are met. An affirmative vote of a majority of a quorum of the Council Committee is necessary to recommend approval of a new name.
- (3) Notice by posting. If the Council Committee approves the City Manager's proposal, the Council Committee shall advise (i) the City Manager and (ii) the Superintendent or Director of the department responsible for the Public Building, Public Park, or Public Facility to be named or renamed. The Superintendent or Director shall post a notice on or about the Public Building, Public Park, or Public Facility to be named or renamed for at least thirty (30) days. The notice shall advise the public of the proposed new name, and the date, time, and location of the City Council meetings at which the naming or renaming of the Public Building, Public Park, or Public Facility shall be considered.
- (4) Naming Ordinance. If the Council Committee approves the City Manager's proposal, the Council Committee shall also request an ordinance for the naming or renaming of the Public Building, Public Park, or Public Facility (the "Naming Ordinance"). The Naming Ordinance shall thereafter be sent to the City Council for introduction ("First Reading") and a vote ("Second Reading"). However, in no event shall the Second Reading occur prior to the thirty (30) day notice requirement set forth in Paragraph (3). Additionally, in accordance with § 5.6(d) of the City's Home Rule Charter, a public hearing shall be held prior to any vote.

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ARTICLE 8. SAMPLE PETITION TO THE COUNCIL COMMITTEE

In accordance with the procedure established by the City Council of the City of Trinidad, Colorado, the undersigned hereby petition the Council Committee to recommend the naming of the park bounded by Topeka Avenue to the north, Kansas Avenue to the south, Rosita Avenue to the east, and San Pedro Street to the west "KIT CARSON PARK". In support of this petition, each of the undersigned affirms and states:

- (1) That he/she resides in the City of Trinidad (at time of signature).
- (2) That the reasons for the proposed name are as follows:

"In honor of Christopher Houston Carson, a legend of the West and a prominent figure in the history of the Santa Fe Trail and the Purgatoire River valley. The park will be an enduring tribute to his pioneering spirit."
- (3) That there is community support for the proposed name as illustrated by the signatures below.

Sample Petition

#	NAME	ADDRESS	TELEPHONE NO.	DATE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

Circulated by: _____ Page 1 of X

This ***Policy for Naming Public Property*** has been duly adopted in accordance with § 5.2 of the Home Rule Charter for the City of Trinidad, Colorado.

This ***Policy for Naming Public Property*** is effective this ____ day of _____, 2010.

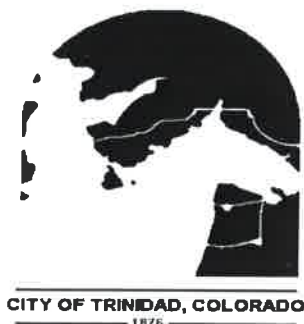
A copy of this ***Policy for Naming Public Property*** shall remain on file with the City Clerk and shall be available for public inspection.

APPROVED AND ADOPTED:

BERNADETTE BACA GONZALES, MAYOR

ATTEST:

AUDRA GARRETT, CITY CLERK



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: March 12, 2013
PREPARED BY: Tom Acre, City Manager
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 0

SUBJECT: Appointment of Mayor Pro-Tem

PRESENTER: Tom Acre, City Manager

RECOMMENDED CITY COUNCIL ACTION: Consider appointing a new Mayor Pro-Tem

SUMMARY STATEMENT: Chapter IV, Section 4.7 of the Home Rule Charter requires the Mayor Pro-Tem be appointed by Council from its membership at the first regular meeting after January 1 following each regular City election; that the term be two years; and, that the Mayor Pro-Tem only serve one term. Years past the appointment got off schedule inadvertently. A new Mayor Pro-Tem should be seated by April 19, 2013 to not exceed a two-year term.

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: The appointment and parameters of the Mayor Pro-Tem is outlined in Section 4.7 of the Charter and summarized above.

ALTERNATIVE: Council may consider appointing an out-going Councilmember to serve as Mayor Pro-Tem to get the timing realigned pursuant to the Charter language. Therefore a new Mayor Pro-Tem would be appointed in January, 2014.


BACKGROUND INFORMATION:

- A few years past, the appointment got off schedule inadvertently. Technically the current arrangement does not coincide with the Charter language. However, to allow a Mayor Pro-Tem to exceed a two-year term would not adhere to the Charter requirement either. Therefore, the best course of action to remedy this is to appoint a member of Council whose term expires at the end of this year or only make this appointment until the first meeting in January, 2014 when a new appointment can be made.

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COUNCIL COMMUNICATION

CITY COUNCIL MEETING: March 12, 2013
PREPARED BY: Tom Acre, City Manager
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS:

SUBJECT: Resolution designating a representative of the City to the NPGA Board of Directors and to the GSA Management Committee, and alternate representatives to the same

PRESENTER: Tom Acre, City Manager

RECOMMENDED CITY COUNCIL ACTION: Consider appointments as required

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Appointments are required pursuant to the Interlocal Agreement and Gas Supply Agreement with NPGA and their bylaws

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The City is party to an Interlocal Agreement and Gas Supply Agreement with NPGA.
- Pursuant to the terms of those agreements and the Amended and Restated Bylaws of the NPGA revised 05/11/2011, the City must designate representatives to the Board of Directors and GSA Management Committee.
- Prior appointments have included the current City Manager at the time of appointment (Jim Soltis and then Ed Gil de Rubio) as the representative and Utilities Superintendent Jim Fernandez as the alternate.
- The representation to the GSA Management Committee is a new appointment resulting from the adoption of the Amended and Restated Bylaws of the NPGA revised 05/11/2011.
- The City is required to attend a Board meeting one time per year.

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RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRINIDAD,
COLORADO, DESIGNATING A REPRESENTATIVE OF THE CITY TO THE
NPGA BOARD OF DIRECTORS AND TO THE GSA MANAGEMENT
COMMITTEE, AND ALTERNATIVE REPRESENTATIVES TO THE SAME

WHEREAS, the City of Trinidad, Colorado, is a party to the Interlocal Agreement creating the National Public Gas Agency (NPGA) and the Gas Supply Agreement (GSA); and pursuant to the terms of said Agreements, it is the responsibility of the City of Trinidad to designate a representative and alternate representative to the National Public Gas Agency Board of Directors and a representative and alternate representative to the GSA Management Committee provided for under the terms of said Agreements.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Trinidad, Colorado, that:

1. The City Clerk is hereby directed to give written notice to the National Public Gas Agency of the appointment of _____ to serve as director to represent the City to said Board of Directors, and _____ to serve as the alternate director.
2. The City Clerk is hereby directed to give written notice to the National Public Gas Agency of the appointment of _____ as the City's representative to said GSA Management Committee, and _____ to serve as the alternate.

INTRODUCED, READ AND ADOPTED this 19th day of March, 2013.

(SEAL)

BERNADETTE BACA GONZALEZ, MAYOR

ATTEST:

AUDRA GARRETT, CITY CLERK

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ORIGINAL DATE OF
ADOPTION BY NPGA
BOARD OF
DIRECTORS,
November 14, 1991

AMENDED AND RESTATED

BYLAWS

OF THE

NATIONAL PUBLIC GAS AGENCY

Revised May 11, 2011

ARTICLE I. NAME OF AGENCY

The name of this Agency is National Public Gas Agency ("NPGA") formed by agreement under the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq.

ARTICLE II. MEMBERSHIP

Section 1. The membership of the Agency shall consist of two membership categories: (i) Charter Member and (ii) Sustaining Member, both as described in the sections below. "Member" or "Members" as that term is used in the bylaws and Amended and Restated Interlocal Agreement ("Interlocal Agreement") shall mean Charter Members and Sustaining Members. To be eligible for either of the categories, the entity must be a public agency, as defined in the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq., that owns and operates a natural gas system.

Section 2. A Charter membership shall be restricted to those eligible public agencies who meet the following requirements:

- A. A Charter Member shall have been a Member as of December 1, 2005.

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B. A Charter Member must be a member or associate member of the Nebraska Municipal Power Pool ("NMPP").

Subject to Section 5 of this Article, Charter Members shall retain the right to cast one vote as a Member of the Board of Directors unless said Member terminates membership under the Interlocal Agreement or fails to meet its obligations under the Interlocal Agreement.

Section 3. A Sustaining membership shall be available for those eligible public agencies who are not Charter Members, and who meet the following requirements:

A. A Sustaining Member must be approved by no less than two-thirds vote of the entire NPGA Board of Directors and must sign the Interlocal Agreement;

B. A Sustaining Member must be a member or associate member of the NMPP;

C. A Sustaining Member shall enter into the NPGA Gas Supply Agreement ("GSA") and obtain the approval of the governing body of the GSA.

D. Subject to Section 5 of this Article, a Sustaining Member shall have a representative on the Board of Directors and have the right to cast one vote as a member of the Board of Directors for the life of the GSA unless said Member terminates its membership under the Interlocal Agreement or the GSA or fails to meet its obligations under the Interlocal Agreement or GSA; and

E. A Sustaining Member must continue to purchase natural gas from NPGA for the life of the Interlocal Agreement to remain on the Board of Directors.

Section 4. An Associate membership will be available to those entities who are not Charter Members or Sustaining Members and who meet the following requirements:

A. An Associate must be approved by the NPGA Board of Directors;

B. An Associate must enter into a Gas Purchase Agreement ("GPA") with NPGA for all or part of its natural gas requirements as approved on a case by case basis by the Board of Directors for a fixed term;

C. An Associate membership is valid throughout the term of the GPA and terminates upon expiration of the GPA or any successive agreement;

D. An Associate will not sign the Interlocal Agreement;

E. An Associate will not have representation on the Board of Directors nor have any voting privileges;

F. An Associate may join the NMPP, but will not be required to do so; and

G. An Associate shall not constitute a "Member" under these bylaws or Interlocal Agreement, and are non-assessable for membership costs.

Section 5.

A. A Member that provides notice of withdrawal as a member shall be eligible to vote only as to: (1) natural gas rates for natural gas delivered to that withdrawing Member; and (2) administrative costs that directly and immediately impact the withdrawing Member.

B. A Member that fails to meet its obligations under the Interlocal Agreement, the bylaws, or any contract, including any contract for purchase of gas from NPGA, shall not be eligible to vote.

C. Expulsion, Suspension or Termination of Membership. All Members acknowledge that membership in NPGA is a privilege and is subject to termination. A Member may be expelled, suspended or terminated, including any rights arising out of such membership, as provided below, for any act or omission that in the discretionary judgment of the Board of Directors has caused or is likely to cause material harm to the economic welfare of NPGA or its reputation. Upon the affirmative vote of not less than two-thirds of the entire Board of Directors that such an act or omission has occurred, the Member shall receive not less than fifteen (15) days' prior written notice from the Board of Directors of the expulsion, suspension or termination and the reasons therefor. The Member shall be provided with the opportunity to be heard not less than five (5) days before the effective date of the expulsion, suspension or termination by submitting a written response to the Board of Directors or the Board's designated representative identified in the written notice. The Member may request the opportunity to be heard in person by the Board of Directors or by the Board's designated representative in addition to the Member's written response to the written notice. In the event the Board of Directors designates a representative for the Board, the Board of Directors may designate the Executive Committee, the chairperson, or any other committee or individual. The Board representative shall provide a report to the Board of Directors prior to any final vote taken by the Board of Directors to expel, suspend or terminate a Member. An affirmative vote of not less than two-thirds of the entire Board of Directors is required for any final action to expel, terminate or suspend a Member. Subject to Article III, Section 3.04 of the Interlocal Agreement, expulsion, suspension or termination of a Member shall not abrogate, amend, modify or terminate any contractual obligation of the Member.

ARTICLE III. OFFICES

The principal office of NPGA in the State of Nebraska shall be located in the City of Lincoln, County of Lancaster. NPGA may have such other offices, either within or without the State of Nebraska, as the Board of Directors may designate or as the business of NPGA may require from time to time.

ARTICLE IV. BOARD OF DIRECTORS

Section 1. The business and affairs of NPGA shall be conducted and managed by its Board of Directors.

Section 2. Each Member shall designate by resolution a director and alternate director, each of who shall hold office until a successor shall be designated or until his or her earlier resignation. The alternate director shall serve and exercise all powers of a director in the absence of the director for whom he or she is the alternate.

Section 3. Unless otherwise so provided, no action of the Board of Directors shall be taken unless 50% or more of the Members are represented at the meeting. Upon a majority affirmative vote of the representatives present, such action shall be effective immediately unless otherwise provided.

Section 4. No vacancy in the membership of the Board of Directors shall impair the right of such majority to exercise all the rights and perform all of the duties of the Board of Directors. If at any meeting there is less than a majority present, the majority of those present may adjourn the meeting to a fixed time and place, and notice of such time and place shall be given in accordance with the provisions of Section 8 of this Article; provided, however, that if there cannot be reasonable compliance with the time element of said Section 8 of this Article, such notice, if any, of such adjourned meeting shall be given as is reasonably practical.

Section 5. The duties of the Board of Directors include, but are not limited to, the following:

- A. Conduct and manage the business affairs of the agency;
- B. Supervise the development of plans and procedures that will result in the attainment of the objectives of NPGA;
- C. Specify the duties and authority of various committees and task forces which may be established from time to time by the Board of Directors;
- D. Annually adopt and monitor a budget of revenues and expenditures;
- E. Establish rates and charges for gas supply and other services and transactions in furtherance of the stated objectives and purposes of NPGA, which rates and charges will be sufficient to pay or reimburse NPGA for expenses (including, without limitation, principal of and interest on bonded or other indebtedness) incurred on behalf of the Members; and
- F. Appoint and hire an Executive Director.

Section 6. The Board of Directors shall hold an annual meeting at such time and place as the Board shall designate. The Board of Directors shall direct the time and place for the holding of regular meetings.

Section 7. Special meetings of the Board of Directors may be called by or at the request of the chairperson, vice-chairperson, or upon the written request of at least one-third of the members of the Board of Directors.

Section 8. Written notice of all meetings shall be simultaneously transmitted by facsimile, electronic mail, regular mail, or personal delivery to all members of the Board at their designated addresses, and communicated to the public by publication in the Lincoln Journal Star newspaper, or its successor newspaper, by sending copy of the notice to such other news media that request notification of meetings and by posting a copy of the notice in the offices of NPGA at 1111 O Street, Suite 200, Lincoln, Nebraska, 68508. The public notice and agenda so displayed shall be in conformity with the Open Meetings Act, Neb. Rev. Stat. §84-1407 et seq., as may be amended from time to time.

Section 9. Notwithstanding the provisions of Section 8 of this Article, when it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes of the meeting and any formal action taken in such meeting shall pertain only to the emergency as prescribed by state law in Neb. Rev. Stat. §84-1411, as may be amended from time to time. The procedures for such emergency meetings shall be in conformity with Nebraska state law.

- A. Conduct and manage the business affairs of the agency;
- B. Supervise the development of plans and procedures that will result in the attainment of the objectives of NPGA;
- C. Specify the duties and authority of various committees and task forces which may be established from time to time by the Board of Directors;
- D. Annually adopt and monitor a budget of revenues and expenditures;
- E. Establish rates and charges for gas supply and other services and transactions in furtherance of the stated objectives and purposes of NPGA, which rates and charges will be sufficient to pay or reimburse NPGA for expenses (including, without limitation, principal of and interest on bonded or other indebtedness) incurred on behalf of the Members; and
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Section 10. An agenda of matters to be acted upon at any regular meeting of the Board shall be prepared by the Executive Director and (whenever reasonably possible) shall be mailed or delivered to each director at the director's designated address one week preceding the meeting. Any matter shall be put on the agenda at the request of any member of the Board if made at least twenty-four hours before the scheduled commencement of the meeting. The foregoing shall not foreclose the right of the public to attend and the right to speak at meetings, except for closed sessions, subject to such reasonable time and relevancy limitations as the chairperson, with the concurrence of the Board, may set.

Section 11. The members of the Board of Directors shall not be entitled to compensation for their services, but may be reimbursed by NPGA for their necessary expenses properly incurred in the performance of their official duties.

Section 12. Neither the members of the Board of Directors, nor any person executing the bonds of the Agency, shall be liable personally on such bonds by reason of the issuance thereof.

ARTICLE V. COMMITTEES

Section 1. Executive Committee. There shall be an Executive Committee composed of the chairperson, vice-chairperson and three directors to be appointed by the chairperson of NPGA. The terms of office of the Executive Committee and the method of filling vacancies shall be the same as those of the officers of NPGA. The Executive Committee shall have and exercise the power and authority of the Board during intervals between the Board's meetings in accordance with the bylaws, rules, motions, or resolutions. At all meetings of the Executive Committee, the presence of the majority of the members of the Executive Committee shall be necessary for the transaction of business and the affirmative vote of a majority of the members of the Executive Committee present shall be necessary for any action.

Section 2. Other Committees. The Board may create such other committees as may from time to time be necessary and shall at the time of creation establish the committee's powers, duties, membership, and voting requirements.

ARTICLE VI. OFFICERS

Section 1. The officers of NPGA shall be a chairperson, vice-chairperson, secretary-treasurer, and such other officers as the Board of Directors may deem appropriate from time to time. The chairperson and vice-chairperson shall be from among the Board of Directors, and the office of secretary-treasurer may be filled by the Executive Director or from among the Board of Directors.

Section 2. At the first meeting of the initial Board of Directors, the Board shall elect the officers of NPGA. After the initial meeting, the officers shall be elected by the Board at the annual meeting of NPGA and the term of the officers shall begin on the first day of April each year. The officers shall serve for a term of one year or until their successors are elected and qualified, whichever is later.

Section 3. Officers may be removed by at least a two-thirds vote of the Board of Directors representatives present whenever in the Board's judgment the best interest of NPGA will be served thereby. The chairperson may appoint an officer to fill, on a temporary basis, a vacancy in any office because of death, resignation, removal, disqualification or otherwise; the Board of Directors shall elect at its next meeting a successor to fill such vacancy for the unexpired portion of the term.

Section 4. The chairperson of NPGA:

A. Shall be the principal executive officer of NPGA and, unless otherwise determined by the Board, shall preside at all meetings of the Board of Directors;

B. May sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board of Directors to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by resolution of the Board of Directors, or by these bylaws, to be otherwise signed and executed; and

C. Shall, in general, perform all duties incident to the office of chairperson and such other duties as may be prescribed by the Board of Directors from time to time.

Section 5. In the absence of the chairperson, or in the event of his or her inability or refusal to act, the vice-chairperson shall perform the duties of the chairperson, and when so acting shall have all the powers of and be subject to all the restrictions upon the chairperson. The vice-chairperson shall also perform such other duties as from time to time may be assigned to him or her by the Board of Directors.

Section 6. The secretary-treasurer shall perform or cause to be performed the following duties:

- A. Keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose;
- B. See that all notices are duly given in accordance with these bylaws or as required by law;
- C. Be custodian and have general charge of NPGA's books and records;
- D. Keep a register of the names and post office addresses of all participating municipalities and their duly authorized directors and alternates;
- E. Have charge and custody of and be responsible for all funds, securities, and properties of NPGA as well as the authority to delegate to the Executive Director charge and custody of such;
- F. Be responsible for the receipt of and the issuance of receipts for all monies due and payable to NPGA and for the deposit of all such monies in the name of NPGA in such bank, banks or qualified insured financial institutions as shall be selected in accordance with the provisions of these bylaws; and
- G. In general, perform all the duties incident to the office of secretary-treasurer and such other duties as from time to time may be assigned to him or her by the Board of Directors.

Section 7. The Executive Director shall be an employee of NPGA. The Executive Director shall perform such duties as the Board of Directors may require and shall have such authority as the Board of Directors may vest in him or her. The Board of Directors grants to the Executive Director all of the authority necessary to operate NPGA in accordance with the Board of Director's decisions and consistent with the purposes for which NPGA was formed.

The Executive Director shall submit periodic reports on the activities of NPGA.

Section 8. The Board of Directors shall require the Executive Director, the secretary-treasurer and any other officer or agent of NPGA charged with responsibility for the custody of any of NPGA's funds or property to give bonds expressly insuring NPGA against loss resulting from their fraudulent, illegal, negligent, or otherwise wrongful or unauthorized acts of conduct, in the amount of \$1,000,000.00. NPGA shall pay for the bond required of any of its officers, agents, or employees.

Section 9. The terms of employment and compensation of all officers, agents, and employees of NPGA shall be fixed by resolution of the Board of Directors if not determined by the Joint Operating Committee under the Joint Operating Committee Agreement among NPGA and the other entities operating under the NMPP Energy trade name.

ARTICLE VII. BOOKS AND RECORDS

The Board of Directors shall cause to be established and maintained in accordance with generally accepted accounting principles books and records of all NPGA's obligations, contracts, transactions, and undertakings and of all income and receipts of every nature and all expenditures of every kind.

ARTICLE VIII. CONTRACTS AND FINANCIAL TRANSACTIONS

Section 1. Subject to the laws of this state and the bylaws of NPGA, the Board of Directors may authorize any one or more of its officers, agents, or employees to enter into any contract or execute and deliver any instrument necessary or convenient to the exercise of its powers in the name and on behalf of NPGA.

The Executive Director is authorized to execute any contract or other instrument, on behalf of NPGA, which has been approved by the Board of Directors. In addition, the Executive Director is authorized to execute any contract or other instrument necessary to effectively operate NPGA where, in the judgment of the Executive Director, it is not in the best interests of NPGA to delay action until the next meeting of the Board of Directors. At the next Board meeting following such action, where the amount involved exceeds \$10,000, the Executive Director shall report the significant details of such contract or other instrument, excluding routine supply and financial hedging transactions.

Section 2. All checks, drafts, or other orders of the payment of money, notes, bonds or other evidence of indebtedness shall be signed by any one or more officers, agents, or employees, and in such manner as the Board of Directors may authorize by resolution.

Section 3. All funds of NPGA shall be deposited to the credit of NPGA in such bank, banks or qualified insured financial institution as the Board of Directors may select.

Section 4. The fiscal year of NPGA shall begin on the first day of April each year and shall end on the last day of March of the following year.

ARTICLE IX. COOPERATION WITH OTHER ENTITIES

NPGA may, through its Board of Directors and officers, coordinate its activities and cooperate with other NMPP Energy entities, as well as other public energy organizations, for the purpose of promoting the interests of municipal utilities and for the accomplishment of NPGA's purposes and objectives.

ARTICLE X. ALLOCATION OF ASSETS AND DISTRIBUTION WITHOUT DISSOLUTION

NPGA may from time to time elect to make a partial disbursement of funds from NPGA's net assets. The Chief Financial Officer of NPGA, after the yearly audit, shall make a yearly report to the Board of Directors on the status of the Net Asset Value Account ("NAVA"), and the Board shall acknowledge receipt of and accept the NAVA report, which action shall be reflected in the minutes of such meeting. The NAVA report will document the allocation of NPGA's accumulated earnings, if any, to Tier One (Exhibit A – Tier One Members) and Tier Two (Charter and Sustaining Members) per the formula shown on Exhibit B.

Any NAVA distribution must be authorized by the Board of Directors. Tier One Charter Members in good standing will be paid based on a "first paid" pro-rata basis, based on total gas volumes used during the immediately preceding seven audited fiscal years minus certain disallowed large loads designated as ineligible for purposes of distribution by the Board of Directors, as evidenced by a resolution of the Board of Directors. In the event there are net assets remaining after such Tier One distribution is completed, then a Tier Two distribution may be authorized by the Board of Directors to Members in good standing and will be paid on a pro-rata basis, based on total gas volumes used during the immediately preceding seven audited fiscal years minus certain disallowed large loads designated as ineligible for purposes of distribution by the Board of Directors, as evidenced by a resolution of the Board of Directors.

Exhibit A and B may be amended at any regular or special meeting of the Board by the affirmative vote of not less than two-thirds of representatives from all Tier One Members in good standing.

ARTICLE XI. DISPOSITION OF ASSETS UPON DISSOLUTION

Approval of dissolution pursuant to this Article shall be by a vote of no less than three-fourths (3/4) of the entire NPGA Board of Directors.

If NPGA is dissolved as permitted by the Interlocal Agreement, the assets, if any, of NPGA, after the payment of all financial obligations of NPGA, will be converted to cash ("Disbursable Cash") and be disbursed to Members in good standing on the effective date of dissolution (the "Dissolution Date") as follows:

The Disbursable Cash shall be calculated and tiered by the Chief Financial Officer of NPGA based on Member participation, using the NAVA formula set forth in Exhibit B for the purposes of Dissolution.

On the Dissolution Date, Tier One Charter Members in good standing will be paid first in accordance with the calculation described above as completed by the Chief Financial Officer of NPGA using the Tier One NAVA distribution formula shown in Exhibit B. The maximum amount of Tier One Disbursable Cash to be disbursed shall not exceed the total amount of Disbursable Cash. In the event there is Disbursable Cash remaining after such Tier One distribution is completed, then a Tier Two distribution to Members in good standing will be paid on a pro-rata basis, based on total gas volumes used during the immediately preceding seven audited fiscal years minus certain disallowed large loads designated as ineligible for purposes of distribution by the Board of Directors, as evidenced by a resolution of the Board of Directors.

ARTICLE XII. INDEMNIFICATION OF DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES

To the fullest extent permitted by law, NPGA shall defend and indemnify any individual who was or is a party or threatened to be made a party to any proceeding, other than a proceeding by or in the right of NPGA, because he or she was a director, officer, agent or employee of NPGA against liability and/or expenses incurred in the proceeding if: (i) he or she conducted himself or herself in good faith; (ii) he or she reasonably believed (a) in the case of conduct in his or her official capacity, that his or her conduct was in the best interests of NPGA, and (b) in all other cases, that his or her conduct was at least not opposed to the best interests of NPGA;

and (iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful.

The indemnity provided for by this Article shall not be deemed to be exclusive of any other rights to which those indemnified may be otherwise entitled, nor shall the provisions of this Article be deemed to prohibit NPGA from extending its indemnification to cover other persons or activities to the extent permitted by law or pursuant to any provision in these bylaws.

ARTICLE XIII. AMENDMENTS

Section 1. These bylaws may be altered, amended, suspended, or repealed by the affirmative vote of not less than two-thirds of the votes cast in any regular or special meeting of the Board of Directors.

Section 2. Any proposed amendment shall be mailed to all directors of NPGA at least ten days prior to the meeting at which such proposed amendment will be considered.

Section 3. Any amendment shall be mailed to all directors of NPGA within ten days after its adoption.

ARTICLE XIV. MEDIATION

The Board of Directors of NPGA and the Agency's Members mutually agree that providing the opportunity for communication and review of certain limited grievances, issues or disputes that may arise is in the best interest of the Agency and all of its Members. Grievances, disputes or disagreements (other than matters addressed by the Interlocal Agreement, other provisions of these bylaws, or any contract between NPGA and any Member) shall be subject to the Dispute Resolution mechanism; provided, however, that the following matters are excluded and exempt from such Dispute Resolution mechanism: (i) breach or failure to comply with a gas purchase agreement, (ii) non-payment, (iii) failure to take scheduled natural gas by a Member gas purchaser, (iv) expulsion or termination of a Member, or (v) a continuing failure to meet or perform obligations under the Interlocal Agreement or bylaws. The first step to resolve any dispute subject to this procedure shall be initiated by a written statement from the complaining party, with a request for discussion between the representative designated by the chairperson of

NPGA and the representative of the Member. Such meeting shall occur within thirty (30) days following the receipt of the written statement setting forth the issue in dispute. In the event such meeting does not produce a resolution of the dispute, then either party may within sixty (60) days following the date of the written statement require non-binding mediation. The parties shall select a mutually acceptable mediator, and the two representatives, one representative designated by the chairperson of NPGA and one representative designated by the Member, shall then meet with the mediator to review the issues in dispute. The mediator shall provide a written report to the parties. The parties shall use their best efforts in good faith to provide for such meeting on an expedited basis. The mediator shall provide the mediation report to the parties within ninety (90) days following the date of the written statement setting forth the dispute. In the event the report of the mediator is not accepted by all the parties, then the parties shall report the status of any unresolved issues to the Board of Directors.

Article XV. PROPRIETARY INFORMATION

Section 1. All Members of NPGA, and the representatives of all Members, shall maintain the confidentiality of all proprietary information. Proprietary information shall include, but not be limited to, the following:

- (a) The content of any closed session;
- (b) All trade secrets, pricing processes, or other confidential or intellectual property;
- (c) Information or data developed for NPGA by its officers, directors, employees, and agents which may be subject to patent or copyright application; and
- (d) Information or data designated as proprietary or confidential by the Board of Directors.

Article XVI. CONFLICT OF INTEREST

Section 1. All Members of NPGA, and the representatives of all Members, shall provide written disclosure to the Board of Directors of any potential or actual conflict of interest.

These Amended and Restated bylaws shall supersede in their entirety the previous bylaws and any and all amendments, restatements or revisions thereto.

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NATIONAL PUBLIC GAS AGENCY
BYLAWS

EXHIBIT A
TIER ONE MEMBERS

Belleville, KS

Central City, NE

Falls City, NE

Lyons, NE

Pender, NE

Stromsburg, NE

Stuart, NE

Superior, NE

Wisner, NE

NATIONAL PUBLIC GAS AGENCY
BYLAWS

EXHIBIT B
NET ASSET VALUE ACCOUNT ("NAVA") CALCULATION

	Tier One	Tier Two	Total NAVA
Beginning NAVA Account Balance – March 31, ____	?	?	?
Add: APEA distributions relating to bond series 1998C, 1999B, 2000A, 2003 or 2005	?	*	#VALUE!
Add: APEA distributions from additional bond issues		* ?	#VALUE!
Deduct: Distributions to members	(?)		#VALUE!
Deduct: Withdrawals from the Deferred Revenue Acct	(?)		#VALUE!
Add: Interest to Tier One			
	<u>The Lower Of:</u>		
1. 5% interest on beginning account balance, or (Beginning NAVA balance times 5%)	?	?	#VALUE!
2. Actual interest earned (Note: 2.1 Interest allocation can not exceed actual earnings.)	?	?	#VALUE!
3. Net operating income(loss)	?	?	#VALUE!
Add: Add'l. net income in excess of interest earned, not to exceed the deferred revenue transfer, less interest earned. (Adjustment will not be less than zero)	?		#VALUE!
Deduct: Net operating loss for year, if applicable		(?)	#VALUE!
Add: Operating earnings in excess of interest earned and deferred transfer, if any, shall be allocated to Tier Two		?	#VALUE!
Ending NAVA account balance (which cannot go below a zero balance) – March 31, ____	<u>#VALUE!</u>	<u>** #VALUE!</u>	<u>#VALUE!</u>
Net assets – per audit	#VALUE!		
Balance in deferred revenue account (current) – per audit	?		
Balance in deferred revenue account (long-term) – per audit	?		
Total net assets (Tiers One & Two & Audit) – March 31, ____	<u>#VALUE!</u>	<u>**</u>	

* APEA would have to differentiate the source of the funds distributed.

**Tier One NAVA account balance can not exceed the total net asset balance.

RESOLUTION NO. 1359

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRINIDAD,
COLORADO, DESIGNATING A REPRESENTATIVE OF THE CITY TO
THE NPGA BOARD OF DIRECTORS

WHEREAS, the City of Trinidad, Colorado, is a party to the Amended and Restated Interlocal Agreement creating the National Public Gas Agency and, pursuant to the terms of said Agreement, it is the responsibility of the City to designate a representative of the City of Trinidad, Colorado, to the National Public Gas Agency Board of Directors provided for under the terms of said Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Trinidad, Colorado, that:

1. The City Clerk is hereby directed to give written notice to the National Public Gas Agency (the "Agency") of the appointment of Ed Gil de Rubio, City Manager, as the City's representative to said Board of Directors.
2. The City Clerk is hereby directed to give written notice to the Agency of the appointment of James Fernandez, Superintendent, Trinidad Municipal Natural Gas Department, as the City's alternate representative to said Board of Directors.

INTRODUCED, READ AND ADOPTED this 19th day of October, 2010.

(SEAL)

ATTEST:

Audra Fatur

AUDRA FATUR, CITY CLERK

Jennie Garduno
JENNIE GARDUNO, MAYOR

9-20

M: John + Arms, NPGA
10/20/10

Amended May 11, 2011

**NATIONAL PUBLIC GAS AGENCY
AMENDED AND RESTATED INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into as of this 11th day of May, 2011 by and between the undersigned Cities, Villages or other public agencies which execute this Agreement, hereinafter called the "Members."

RECITALS:

1. By authority of Section 18 of Article XV of the Constitution of the State of Nebraska and the Interlocal Cooperation Act of the State of Nebraska, §§ 13-801 et seq., R.R.S. Nebraska, 1997, as amended (the "Act"), any two or more public agencies may enter into interlocal agreements with one another for joint or cooperative action of any power or powers, privileges or authority exercised or capable of exercise individually by such public agencies, and create a joint entity in furtherance of such joint or cooperative action with such powers, including bond-issuing powers, as such an interlocal agreement shall specify.
2. Each Member has the authority, among other things, to negotiate for the purchase, transportation or sale of natural gas and natural gas reserves, or any combination thereof, with any entity engaged in the purchase, transportation or sale of natural gas, whether public or private, located within or without the State of Nebraska.
3. As authorized by Nebraska law, the Members own and operate certain distribution systems for the distribution and sale of natural gas or have other municipal requirements for a natural gas supply and for such operations desire to assure themselves of a reliable and economical supply of natural gas.
4. The Members deem it to be in the best interest of the public to coordinate the operation of existing natural gas distribution and transportation facilities and the mutual acquisition of stable and economic natural gas supplies.
5. The Members desire to study and evaluate on a continuing basis the benefits that may result to the Members and their residents from the coordination of natural gas resources and facilities as described above.
6. The Members desire to enter into an interlocal agreement pursuant to which the Members, among other objectives, will cooperate to assure reliable and economical supplies of natural gas to meet their respective local requirements.
7. The Members desire pursuant to such interlocal agreement to create a joint entity to exercise public powers and to act on behalf of the Members for the purposes set forth in such interlocal agreement.

In consideration of the agreements herein contained, the Members do hereby mutually agree as follows:

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ARTICLE I

OBJECTIVES AND PURPOSES; CREATION OF NATIONAL PUBLIC GAS AGENCY

Section 1.01. The objectives and purposes of this Agreement are to carry out those public powers, duties and obligations of the governing bodies of the Members relating to the acquisition, management, distribution and sale of natural gas, through joint planning, central dispatching, cooperation in environmental and regulatory matters and coordinated construction, operation and maintenance of natural gas distribution or transportation facilities owned or controlled by the Members, transportation facilities owned or controlled by other entities and through more effective coordination with other natural gas utilities throughout the country, natural gas purchasers and natural gas producers and sellers:

- (a) To provide the means for a reliable natural gas supply for Members in conformance with optimum standards of reliability.
- (b) To provide the means for efficient and effective use of natural gas distribution and transportation facilities.
- (c) To attain maximum practicable economy to the Members consistent with - high standards of reliability and to provide for equitable sharing of the resulting benefits and costs.
- (d) To provide for such other general utility or related infrastructure projects as the Members determine to purchase, own, lease or finance.
- (e) To conduct any other Board-approved activities authorized under the Act.

Section 1.02. In furtherance of such objectives and purposes, (i) the Members hereby create a joint entity under the Act to be known as the "National Public Gas Agency," being a separate, nonprofit public body corporate and politic of the State of Nebraska ("NPGA"), and successor to the Nebraska Public Gas Agency which shall be constituted and administered by a board of directors (the "Board of Directors"); and (ii) the Members hereby delegate to NPGA those powers as are hereinafter provided by this Agreement. The Members shall have the right to create a class or classes of non-voting affiliates that are Public Agencies.

ARTICLE II

DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

"Member" shall mean a public agency that purchases all of its natural gas requirements from NPGA for a term specified by the Board of Directors and/or a public agency that is elected to membership by the Board of Directors as provided in the Bylaws. A Member shall be a full or associate member in good standing of Nebraska Municipal Power Pool.

"NPGA" shall mean the National Public Gas Agency, a nonprofit joint entity created by this Agreement pursuant to and in accordance with the Act.

“Public Agency” shall mean a government agency as defined in the Act.

ARTICLE III

TERM OF AGREEMENT

Section 3.01. This Agreement shall initially become effective and binding upon its execution by at least two Members, and shall become effective and binding as to each additional Member, as provided by Section 3.02 hereof.

Section 3.02. After the initial effective date, any public agency (within the meaning of the Act) may become a Member by obtaining approval of the Board of Directors and executing this Agreement.

Section 3.03. Any Member may terminate its participation by giving three years' written notice to the Board of Directors, which will then send written notice to all other Members notifying them of the termination. The Board of Directors may terminate this Agreement and dissolve NPGA on three years' written notice to all Members. Upon the termination of this Agreement and the entire dissolution of NPGA, each Member, at the time of such dissolution shall receive a distribution of the assets, if any, of NPGA as provided by a vesting formula set forth in the Bylaws.

(a) The Board of Directors may terminate, expel or suspend a Member in the manner set forth in the Bylaws.

Section 3.04. In the event a Member fails to perform its obligations pursuant to this Agreement, the Board of Directors shall give written notice to such Member specifying such failure to perform and establishing a reasonable period that the Member shall have to fulfill its obligations pursuant to this Agreement. If the Member's failure to perform its obligations is continuing, the Board of Directors may immediately terminate such Member's participation in this Agreement. Any Member terminated by the Board of Directors shall continue to fulfill its contractual obligations (including, without limitation, any obligations with respect to outstanding bonded debt of NPGA) pursuant to any natural gas or other project transaction under a separate contract with NPGA until the completion of such natural gas or other project transaction in accordance with its terms. The process set forth in this Section 3.04 regarding termination for failure to perform obligations pursuant to this Agreement is separate and distinct from the right of the Board of Directors to terminate, expel or suspend a Member as provided in Section 3.03(a) above.

Section 3.05. Termination of participation in this Agreement or termination of this Agreement by the Board of Directors shall not impair, amend or change any previous contracts or agreements. Such contracts and agreements shall continue in full force, including all rates, terms, obligations and conditions, until the expiration of such contracts and agreements in accordance with their respective terms, or unless sooner released by the Board of Directors.

Section 3.06. Subject to earlier termination as aforesaid, this Agreement shall terminate on January 1, 2099. This Agreement shall survive a transition of the form of government of a Member from one form to another.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.01. The affairs of NPGA shall be conducted by a Board of Directors consisting of a representative designated by each Member signing the agreement.

Section 4.02. Each Member shall designate by resolution a Director and Alternate Director, each of whom shall hold office until a successor shall be designated or until his or her earlier resignation.

Section 4.03. The Board of Directors shall hold an annual meeting at such time and place as the Board of Directors shall designate and shall hold meetings at other times as provided in the Bylaws.

Section 4.04. The Board of Directors shall annually adopt and thereafter monitor a budget of revenues and expenditures.

Section 4.05. Subject to Article III, Section 3.03(a), each Member of the Board of Directors shall have the right to cast one vote. There shall be no weighted voting.

Section 4.06. No action of the Board of Directors shall be taken unless 50% or more of the Members are represented at the meeting. Unless provided otherwise in the Bylaws, upon a majority affirmative vote of the representatives present, such action shall be effective immediately.

Section 4.07. The Board of Directors shall have the authority to appoint and hire an Executive Director.

ARTICLE V

POWERS

Section 5.01. NPGA shall have all the powers to carry out the objectives and purposes stated in this Agreement on behalf of the Members as any individual Member would have on its own behalf.

Section 5.02. NPGA shall have the power (a) to sue and be sued, (b) to have a seal and alter the same at pleasure or to dispense with the necessity thereof, (c) to make and execute contracts and other instruments necessary or convenient to the exercise of its powers, and (d) from time to time, to make, amend and repeal bylaws, rules and regulations not inconsistent with the Act and this Agreement and to carry out and effectuate its powers, objectives and purposes.

Section 5.03. NPGA, acting through its Board of Directors, shall have such other powers as are permitted to it under the Act which are necessary and proper for the achievement by NPGA of its stated objectives and purposes as set forth in this Agreement, including but without limitation, the power to approve the issuance by NPGA of its revenue bonds in accordance with and subject to the limitations and restrictions of the Act and pursuant thereto, and to apply the proceeds of such revenue bonds to the financing of the stated objectives and purposes of this

Agreement, including, without limitation, the acquisition of natural gas supplies and related infrastructure projects.

ARTICLE VI

NO ASSIGNMENT

No Member shall assign this Agreement.

ARTICLE VII

AMENDMENTS

Section 7.01. Any Member may propose an amendment to this Agreement by filing such proposed amendment with the chairperson of the Board of Directors, who shall immediately forward copies thereof to the Members, provided that no amendment shall, directly or indirectly, affect or impair any contracts or agreements of the Agency agreed upon in writing prior to the effective date of such amendment, including, in particular, but without limitation, any contracts relating to the Agency's bonds or other debt financings. Each Member shall forward its vote to the chairperson of the Board of Directors, and said vote must be received by the chairperson within 60 days after the date of filing.

Section 7.02. In voting on any amendment, each Member shall have one vote. If two-thirds of the Members approve the amendment, as evidenced by resolution of the governing body of each Member, such amendment will become effective 30 days after approval by the Members, subject to the restriction set out in Section 7.01. Abstentions shall be counted as negative votes.

Execution. Separate copies of this Agreement are executed by the Members with the understanding that, as and when each of the Members has executed a copy, all of the Members shall be bound to the same extent and purpose as if all such Members had simultaneously joined in the execution of a single master copy.

IN WITNESS WHEREOF, each of the Members has caused this Amended and Restated Interlocal Agreement to be executed by its duly authorized officer as of the day and year shown below.

CITY OF TRINIDAD
By [Signature]
Title CITY MANAGER
Date 5/17/2011

Attest:

By [Signature]

(SEAL)



CITY OF TRINIDAD, COLORADO
1876

Council Communication

City Council Work Session: March 12, 2013

Prepared By: Tom Acre

Date Prepared: March 7, 2013

Dept. Head Signature: 

of Attachments: 2

SUBJECT: City Council Agenda Modification

Presenter: Tom Acre, City Manager

Recommended City Council Action: Direct staff to place this item on the March 19, 2013 agenda for formal action.

Summary Statement:

Section 2-15 of the City Code of Ordinances contains language calling out the order in which City Council conducts business during City Council meetings. Interest has been expressed that we add a section where City Council Members can report out various meetings and/or they have attended since the last City Council Meeting. If more than one member of City Council attended the event and/or meeting it is anticipated that only one member would report out. Staff also recommends only including agenda topics if they have items of interest for action at the meeting. For example if there are no Committee Reports, this could section could be eliminated for a particular meeting.

Staff recommends adoption of the revised agenda form via motion at the next regularly scheduled meeting.

The current and proposed agenda forms are attached to this Council Communication.

Expenditure Required: No expenditure is required

Source of Funds: Not Applicable

Policy Issue: Order of business while conducting City Council meetings.

Alternative: City Council could consider alternative means of reporting our and direct staff to make alternative changes to the meeting agenda and/or placement of the Council Reports Section.

Background Information: Section 2-15. Council meetings - Rules and order of business.

The following rules and order of business shall govern at Council meetings: 1 Chapter 2, Section 12 is repealed and reenacted. Ord. 1832, 7-3-07. (1) Meeting nights. The City Council shall hold its regular meetings on the first and third Tuesdays of each and every month at 7:00 p.m., except as set forth in Section 2-13; (Ord. 1428, Sec. 2, 07/21/92.) (2) Rules of procedure. The rules of procedure and order of business shall be strictly adhered to by the City Council, unless they shall be temporarily suspended by a vote of the majority of the members present; (3) Special meetings. The City Clerk shall call special meetings of the Council upon written request of the Mayor or any two (2) members of the Council, as provided by the Home Rule Charter; (amended Ord. 1462 (2), 03/01/94) (4) Mayor as Chairman of the Council. The Mayor shall preside at all meetings of the City Council and shall be entitled to a vote as other members of the Council. In the case of the absence of the Mayor, the Mayor Pro Tem shall preside, and have the same power as the Mayor; (5) What constitutes a quorum. At any regular or special meeting of the City Council a majority of the entire membership shall constitute a quorum to do business, but a minority may adjourn from day to day; (6) Order of business. At the hour appointed for the meeting, the members shall be called to order by the Mayor. The City Clerk shall proceed to call the roll, note the absentees and announce whether a quorum is present. Upon the declaration of quorum, the Council shall then proceed to the business before it, which shall be conducted in the following order: (a) First - Consideration of the minutes of the preceding meeting(s), amendment and approval of the same. (b) Second - Presentation of petitions, written and oral; communications to the City Council. (c) Third - Report of committees. (d) Fourth - Unfinished business. (e) Fifth - Miscellaneous business. (7) Priority of business. All questions relating to the priority of business shall be decided without debate; (8) Chairman to decide questions of order. The Chairman shall preserve order and decorum, and shall decide all questions of order; (9) No member may leave. While the Chairman is putting the question, no member may leave the Council meeting; (10) Manner of addressing Chairman. Every member, previous to his/her speaking, shall address himself/herself to the Chairman, and say "Mr. Chairman," but shall not proceed with his/her remarks until recognized and named by the Chair; (11) Duties and privileges of members. No member shall speak more than twice to the general question, nor more than once on a previous question, without leave of two-thirds (2/3) of the members of the Council, nor more than once in any case until every member choosing to speak shall have spoken, and no member shall be permitted to leave the chambers while the Council is in session, except by permission of the Chairman; (12) Private discourse prohibited. While any member is speaking, no member shall entertain private discourse; (13) Suspension of remarks. A member called to order shall immediately suspend his/her remarks, unless permitted to explain. If there is no appeal, the decision of the Chair shall be conclusive, but if the member appeals to the Council from the decision of the Chair, the Council shall decide on the case without debate; (14) Order of motions. Motions upon the subject under discussion shall have precedence in the following order: First, to lay on the table; second, to postpone; third, to commit; fourth, to amend; (15) Motions reduced to writing. All motions or resolutions shall be reduced to writing if required by the Chair or a member, and, when seconded and stated by the Chair, shall be open for consideration, and no motion or resolution can be withdrawn after it shall have been amended or decided; (16) Adjournment. A motion to adjourn shall be in order and shall have precedence over all others, and shall be decided without debate; (17) Yeas and nays. Every member who is present when a question is called for by the Chair, shall vote thereon, unless excused by the Council or unless he/she is directly or indirectly interested in the question, in which case he/she shall not vote. The yeas and the nays may be called for by any member, in which case the names of the

members voting shall be recorded in the minutes. (18) Committees. All committees shall be appointed by the Chairman or in his/her absence by the Chairman Pro Tem, unless otherwise directed by the Council, in which case they shall be appointed by ballot; (19) Division of question. If the question in debate contains several distinct propositions any member may have the same divided; (20) When amendment and debate not in order. A motion for a previous question, to lay the previous question on the table, or to commit until it is decided, shall preclude all amendments and debates on the main question, and a motion to postpone a question indefinitely or adjourn it to a certain day shall, until it is decided, preclude all amendments to the first question; (21) Previous question. The previous question shall be as follows: "Shall the main question now be put?" (22) Reports in writing. Committees shall, in all cases, report in writing; (23) Reports to be addressed to Council. All reports of committees shall be addressed: "To the City Council of the City of Trinidad;" (24) Number in committees. All committees of the City Council shall consist of three (3) members each; (25) Journal. The Council shall cause a journal of its proceedings to be kept and maintained by the City Clerk, which shall be available at all reasonable times for public inspection; (26) Agenda. Any item not included on the agenda shall not be considered at any Council meeting unless two thirds (2/3) of the members present vote to allow it to be considered; (27) Appointment and Chairman of Standing Committees. Standing committees may be appointed annually, and the first person named on the committee shall be chairman thereof; (28) Amendment of rules. These rules may be amended at any meeting of the City Council, by consent of two-thirds (2/3) of the members present; provided, however, any rule or rules amended shall not take effect as amended until the next regular meeting.



CURRENT AGENDA FORM

CITY OF TRINIDAD TRINIDAD, COLORADO

The Regular Meeting of the City Council of the City of Trinidad, Colorado, will be held on Tuesday, August 20, 2013 at 7:00 P.M. in City Council Chambers at City Hall

The following items are on file for consideration of Council:

- 1) **ROLL CALL**
- 2) **APPROVAL OF MINUTES**, Regular Meeting of August 6, 2013
- 3) **PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN**
- 4) **REPORTS BY CITY MANAGER AND CITY ATTORNEY**
- 5) **COMMITTEE REPORTS**
- 6) **UNFINISHED BUSINESS**
- 7) **MISCELLANEOUS BUSINESS**
 - a)
 - b)
 - c)
- 8) **BILLS**
- 9) **PAYROLL**, August 3, 2013 through August 16, 2013
- 10) **ADJOURNMENT**

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting Audra Garrett, City Clerk, 135 N. Animas Street, Phone (719) 846-9843, or FAX (719) 846-4140. At least a 48 hour advance notice prior to the scheduled meeting would be appreciated so that arrangements can be made to locate the requested auxiliary aid(s).

10-4



PROPOSED AGENDA FORM

CITY OF TRINIDAD TRINIDAD, COLORADO

The Regular Meeting of the City Council of the City of Trinidad,
Colorado, will be held on Tuesday, August 20, 2013 at 7:00 P.M.
in City Council Chambers at City Hall

The following items are on file for consideration of Council:

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- 5) **COMMITTEE REPORTS**
- 6) **UNFINISHED BUSINESS**
- 7) **MISCELLANEOUS BUSINESS**
 - a)
 - b)
 - c)
- 8) **BILLS**
- 9) **PAYROLL**, August 3, 2013 through August 16, 2013
- 10) **COUNCIL REPORTS**
- 11) **ADJOURNMENT**

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting Audra Garrett, City Clerk, 135 N. Animas Street, Phone (719) 846-9843, or FAX (719) 846-4140. At least a 48 hour advance notice prior to the scheduled meeting would be appreciated so that arrangements can be made to locate the requested auxiliary aid(s).

10-5